As confidentially submitted to the Securities and Exchange Commission on October 27, 2023

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CG ONCOLOGY, INC.
(Exact name of registrant as specified in its charter)

Delaware	**2836**	**37-1611499**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

400 Spectrum Center Drive, Suite 2040
Irvine, CA 92618
(949) 409-3700
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Arthur Kuan
Chief Executive Officer
400 Spectrum Center Drive, Suite 2040
Irvine, CA 92618
(949) 409-3700
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement is declared effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

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

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Table of Contents

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED , 2023

Shares

Common Stock

This is an initial public offering of shares of common stock of CG Oncology, Inc.

We are offering shares of our common stock. Prior to this offering, there has been no public market for our common stock. We anticipate that the initial public offering price will be between $ and $ per share. We have applied to list our common stock on the Nasdaq Global Market (Nasdaq) under the symbol "CGON," and this offering is contingent upon obtaining approval of such listing.

We are an emerging growth company and a smaller reporting company under the federal securities laws and, as such, have elected to comply with certain reduced public company reporting requirements.

Investing in our common stock involves a high degree of risk. See the section titled "Risk Factors" beginning on page 13.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions(1)	$	$
Proceeds, before expenses, to us	$	$

(1) See the section titled "Underwriting" for additional disclosure regarding the estimated underwriting discounts and commissions and estimated offering expenses.

We have granted the underwriters an option for a period of 30 days to purchase up to an additional shares of our common stock solely to cover over-allotments, if any.

The underwriters expect to deliver the shares of common stock to purchasers on , 2023.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

Morgan Stanley **Goldman Sachs & Co. LLC** **Cantor**

LifeSci Capital

The date of this prospectus is , 2023

TABLE OF CONTENTS

Neither we nor the underwriters have authorized anyone to provide you with information other than that contained in this prospectus, or any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for and can provide no assurance as to the reliability of, any other information that others may give you. We and the underwriters are offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus, or any free writing prospectus is accurate only as of its date, regardless of its time of delivery or of any sale of shares of our common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside of the United States: Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our common stock and the distribution of this prospectus outside of the United States.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus and is qualified in its entirety by the more detailed information and financial statements included elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our common stock. You should carefully read this entire prospectus, including the information in the sections titled "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Special Note Regarding Forward-Looking Statements," and our financial statements and related notes included elsewhere in this prospectus, before making an investment decision. Unless the context requires otherwise, references in this prospectus to "CG Oncology," the "Company," "we," "us," and "our" refer to CG Oncology, Inc.

Overview

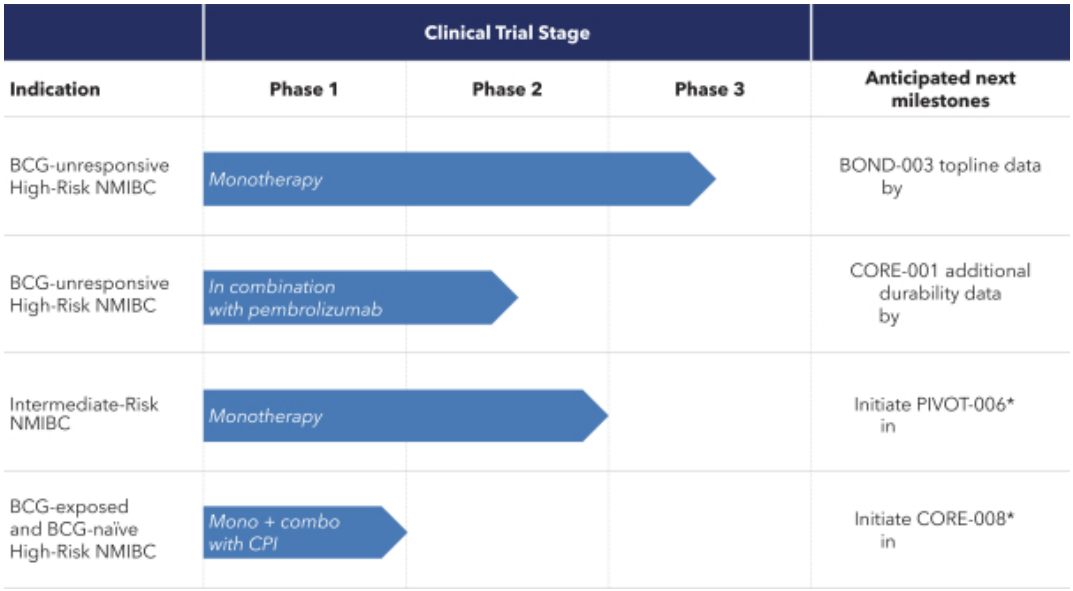
We are a late-stage clinical biopharmaceutical company focused on developing and commercializing a potential backbone bladder-sparing therapeutic for patients afflicted with bladder cancer. Our product candidate, cretostimogene, is initially in clinical development for the treatment of patients with high-risk Non-Muscle Invasive Bladder Cancer (NMIBC) who are unresponsive to Bacillus Calmette Guerin (BCG) therapy, the current standard-of-care for high-risk NMIBC. There is significant unmet need for treatments in these patients given the limitations of currently approved therapies and patient reluctance to undergo radical cystectomy, or the complete removal of the bladder. We are evaluating the safety and efficacy of cretostimogene as monotherapy in BOND-003, our ongoing Phase 3 clinical trial in high-risk BCG-unresponsive NMIBC patients. We have completed enrollment for this trial and expect to report topline data by . If successful, we believe that this trial could serve as the basis for a Biologics License Application (BLA) submission to the U.S. Food and Drug Administration (FDA). We are also evaluating the use of cretostimogene when administered to this same patient population in combination with FDA-approved pembrolizumab in CORE-001, our ongoing Phase 2 clinical trial. Moreover, we intend to assess the safety and efficacy of cretostimogene in treating a range of other bladder cancer indications as an alternative to BCG therapy and in patients who are not categorized as BCG-unresponsive, including our second Phase 3 clinical trial, PIVOT-006, evaluating adjuvant cretostimogene in intermediate-risk NMIBC patients following transurethral resection of the bladder tumor (TURBT). We believe cretostimogene, if approved, has the potential to serve as first-line therapy, thereby alleviating the current need to prioritize treatment recipients and ration administration of BCG given its significant market shortage.

Cretostimogene has shown clinical benefit and has been generally well-tolerated as both a monotherapy and in combination with other therapies in clinical trials to date. In BOND-002, our completed open-label Phase 2 clinical trial which evaluated the use of cretostimogene as monotherapy to treat patients with high-risk NMIBC who had failed BCG therapy with a specific high-risk bladder cancer profile designated as carcinoma *in situ* (CIS), 65% of the 46 patients with CIS-containing NMIBC achieved a complete response (CR), meaning no detectable tumor lesions, at any time after the administration of cretostimogene. The duration of response (DOR) was also notable, with 44% and 28% of patients maintaining a CR at six months and 12 months, respectively. Cretostimogene was generally well-tolerated in this trial, with two Grade 3 (dysuria and hypotension) and no Grade 4 or 5 treatment-related adverse effects (TRAEs) observed or patient discontinuations due to TRAEs. We have also observed encouraging interim results in our ongoing open-label Phase 2 CORE-001 clinical trial of cretostimogene in combination with pembrolizumab in high-risk BCG-unresponsive NMIBC patients. In this trial, 29 of the 34 (85%) patients evaluable as of the March 3, 2023 data cutoff achieved a CR after an initial induction course of therapy, with 82% (n=27/33) of patients maintaining a CR at six months, and 68% (n=17/25) of patients maintaining a CR at 12 months. Cretostimogene was generally well-tolerated in this trial as of the January 31, 2023 safety data cutoff, with one TRAE leading to a patient discontinuation of pembrolizumab.

Our Pipeline

We intend to evaluate cretostimogene for use in a variety of bladder cancer treatment settings, as shown in our pipeline below.

Our Cretostimogene Pipeline



* Planned clinical trials to be conducted under existing Investigational New Drug application (IND) previously cleared by the FDA.

Our Strengths

We believe our product candidate is differentiated by several strengths that support our vision of cretostimogene as a potential backbone therapy in bladder cancer, including:

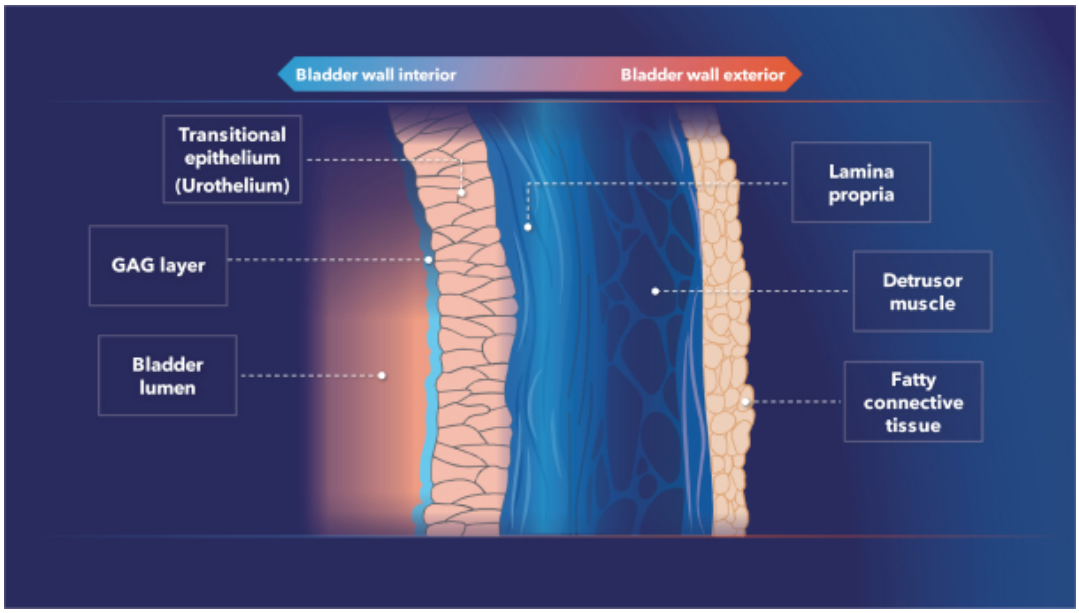
- Demonstrated monotherapy clinical utility and durability of response, with a 65% CR at any time, in addition to 44% and 28% CR at six months and 12 months, respectively, in our completed Phase 2 BOND-002 cretostimogene monotherapy trial.
- Observed tolerability, with two Grade 3 TRAEs and no Grade 4 or 5 TRAEs or patient discontinuations due to TRAEs in our completed BOND-002 cretostimogene monotherapy trial.
- Cretostimogene is administered intravesically and uses a similar route of administration as standard-of-care BCG therapy which urology practices perform regularly. This is unlike some treatment procedures that require a urologist to perform a cystoscopic examination that involves local anesthesia.
- The potential for deploying cretostimogene in combination with other therapies due to its observed tolerability and novel mechanism of action, supported by 85% of patients having shown a CR at any time in our ongoing Phase 2 CORE-001 clinical trial of cretostimogene in combination with the checkpoint inhibitor (CPI) pembrolizumab as of March 3, 2023.

- Cretostimogene's potential broad applicability across bladder cancer indications, beginning with high-risk BCG-unresponsive NMIBC, and expanding into intermediate-risk and BCG-exposed and BCG-naïve high-risk NMIBC, with potential incremental opportunity in muscle invasive bladder cancer (MIBC).

Bladder Cancer Overview

The human bladder, which functions in the storage and elimination of urine, is a hollow muscular organ composed of multiple tissue layers. As shown below, the inner wall of the bladder is the urothelium, or transitional epithelium. The interior space where urine collects is known as the bladder lumen. The internal side of the urothelium is lined by a glycosaminoglycan (GAG) membrane, which acts as a protective barrier from urine as well as infectious agents. Between the thick, detrusor muscular portion of the bladder wall and the urothelium is the lamina propria, which consists of connective tissue, blood vessels and nerves. A fatty connective tissue layer makes up the organ's exterior surface, facing the rest of the body.

The Anatomy of the Bladder Wall



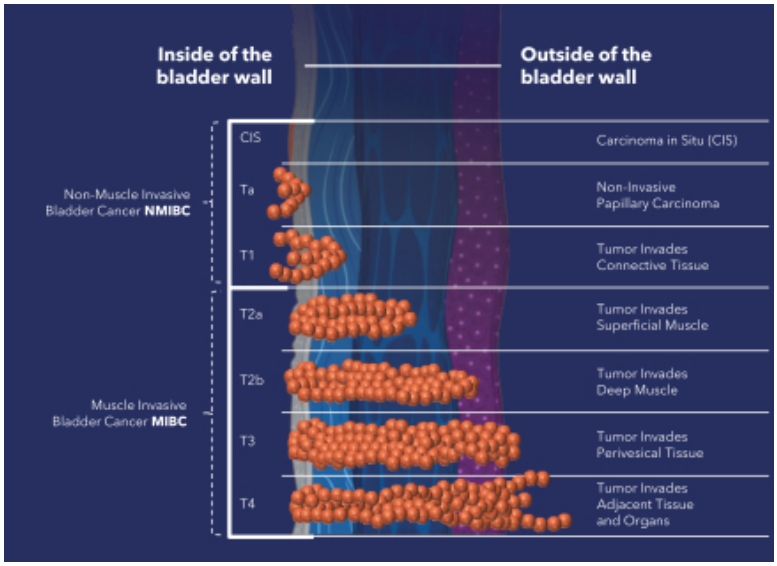
The American Cancer Society estimates that in 2023, more than 82,000 people will be diagnosed with bladder cancer in the United States and that it will result in nearly 17,000 deaths. Notable is the disease prevalence with an estimated 725,000 people in the United States living with the disease. The relatively high prevalence rate is driven in part by chances of recurrence, which can be very high for NMIBC. It is estimated that approximately 31% to 78% of people with NMIBC will develop recurrence or a secondary bladder cancer within five years following treatment, depending on risk-factors. Bladder cancer is the sixth most common form of cancer in the United States, and men account for three-quarters of newly diagnosed cases. The global bladder cancer treatment market has been forecast to be approximately $9.9 billion by 2028, according to Evaluate Pharma.

Bladder cancer is a heterogeneous disease and involves several different cancer sub-types. In the United States, the vast majority of patients with bladder cancer, accounting for approximately 90% of all diagnoses,

have urothelial carcinoma (UC). UC is further segmented into two subtypes, papillary and non-papillary. Papillary UC involves tumors configured as finger-like projections extending from the transitional epithelium into the bladder lumen. Non-papillary, or flat, UC, which contains CIS, is restricted to the transitional epithelium, and is generally difficult to treat via resection. The 5% of bladder cancer that is not UC includes squamous cell carcinomas, adenocarcinomas, sarcomas and small cell carcinomas.

NMIBC is often used to describe earlier stage disease that has not reached the muscle wall. NMIBC accounts for approximately 75% of newly diagnosed patients, and includes three stages: CIS-containing tumors, Ta and T1. Ta and T1 are papillary UCs which have not spread beyond the lamina propria. T2 through T4 stage make up MIBC, indicative of more aggressive locally advanced and metastatic disease. Bladder cancer has metastasized in an estimated 5% of patients with newly diagnosed disease. The graphic presented below illustrates the differences in disease progression represented by these stages.

Bladder Cancer is Classified as either NMIBC or MIBC



NMIBC may be further differentiated by the risk of progression to MIBC. NMIBC patients with high-grade Ta or T1 stage cancer, any cancer containing CIS (which can occur in any grade of NMIBC or MIBC), and large volume or recurrent Ta stage tumors are considered to be high-risk tumors. Approximately 40% of patients with NMIBC have high-risk disease. Intermediate-risk NMIBC includes mostly low-grade Ta tumors that recur within 12 months, solitary low-grade Ta tumors greater than three centimeters, multifocal low-grade Ta tumors, or high-grade Ta tumors less than or equal to three centimeters. Intermediate-risk NMIBC accounts for an estimated 30% of patients with NMIBC. Low-risk NMIBC consists of low-grade solitary Ta stage tumors and makes up the remaining 30% of NMIBC cases.

Current Treatment for NMIBC

Regardless of risk stratification, treatment of NMIBC generally involves TURBT, a surgical procedure enabling the visual inspection and biopsy of the lesion along with removal of the cancerous cells allowing a patient with NMIBC to retain normal bladder function. Use of TURBT alone is associated with a five-year

estimated recurrence rate of approximately 44% to 63% and remains a backbone of early NMIBC treatment regimen. CIS-containing tumors cannot be resected using TURBT. Progression to a more advanced stage or grade subsequent to initial diagnosis is also commonly encountered. As such, in both high-risk and intermediate-risk NMIBC patients, surgical removal of NMIBC tumors through TURBT is often accompanied by the delivery of adjuvant BCG therapy or chemotherapy, intravesically through a catheter inserted directly into the bladder, also referred to as IVE delivery.

BCG therapy involves the use of a live, attenuated mycobacterium to induce a non-specific anti-tumor immune response in the bladder mucosa and provides meaningful therapeutic utility in the treatment of NMIBC. Further complicating the treatment options available to NMIBC patients is the ongoing shortage of BCG which has restricted patient eligibility to high-risk BCG-naïve patients only. Even among these patients a significant number of newly-diagnosed, BCG-eligible, treatment-naïve patients in the United States may not receive sufficient BCG therapy, if at all. Moreover, patients with intermediate-risk NMIBC may not have access to BCG due to the shortage, despite the likely therapeutic benefit of adjuvant BCG therapy, because high-risk patients are prioritized in line with guidance published by the National Comprehensive Care Network and guidance published jointly by the American Urological Association and the Society of Urologic Oncology.

Current Treatment Paradigm in High-Risk BCG-unresponsive Disease and Its Limitations

Current treatment for high-risk NMIBC typically involves TURBT followed by the IVE delivery of BCG therapy to induce a non-specific anti-tumor immune response. This treatment protocol has demonstrated therapeutic benefit with nearly 70% of patients achieving a CR following an initial induction course of therapy. However, approximately 50% of these patients will experience a recurrence of the tumor and few treatment options are available for patients who become unresponsive to BCG treatment. While radical cystectomy is the current standard-of-care for BCG-unresponsive patients, only approximately 6% of NMIBC patients elect to undergo the procedure in light of the significant social, functional and emotional burden associated with it. In addition, there are only two FDA-approved agents for BCG-unresponsive disease with limited utilization.

Our Team and Investors

Our management team includes industry executives with extensive biopharmaceutical experience. Arthur Kuan, our Chief Executive Officer, was a founding member of the Ally Bridge Group, a global healthcare-focused investment platform. Previously, Arthur was a member of Themes Investment Partners, a healthcare and life sciences-focused private equity fund. Our President and Chief Operating Officer, Ambaw Bellete, has over 30 years of industry experience, including serving as Chief Operating Officer for FerGene, the Ferring Pharmaceuticals subsidiary responsible for the development and commercialization of its bladder cancer treatment, nadofaragene. Ambaw was also the President of Photocure a company focused on the diagnosis and treatment of bladder cancer and has also held several global leadership positions with biotech and medical device companies. Our Chief Medical Officer, Vijay Kasturi, M.D., previously served as Vice President, Clinical Development and Medical Affairs with AVEO Pharmaceuticals and SVP of Scientific Affairs at FerGene where he led Medical Affairs, Clinical Operations, Regulatory and Clinical Development in connection with the nadofaragene program. Earlier, he led U.S. Medical Affairs, Oncology for EMD Serono, where he had broad leadership responsibilities including developing and managing the global medical strategy and launch plan for an anti-PD-L1 agent in bladder and kidney cancers. Our Chief Technical Officer, Swapnil Bhargava, Ph.D., has supported multiple INDs and BLAs and has contributed to bringing multiple modalities to the clinic and market. He was previously a Senior Vice President of CMC Development and GMP Manufacturing for Abcellera, leading Tech Ops. Prior to that, he was the VP for Drug Substance Process Development at Seagen, where he was responsible for leading cell line development, upstream, downstream and conjugation process development and analytical sciences departments for early and late-stage drug development. We believe the breadth and depth

of experience amongst our management team will enable us to bolster the cretostimogene development strategy and, if approved, its commercialization.

We are backed by a strong set of healthcare-specific investors, including our 5% or greater stockholders, ORI Capital, Decheng Capital, Longitude Capital, Kissei Pharmaceutical Co., Foresite Capital Management and TCGX. Prospective investors should not rely on the investment decisions of our existing investors, as these investors may have different risk tolerances and strategies and have purchased their shares in prior offerings at prices lower than the price offered to the public in this offering. In addition, some of these investors may not be subject to reporting requirements under Section 16 of the Securities Exchange Act of 1934 (the Exchange Act), and, thus, prospective investors may not necessarily know the total amount of investment by each of the prior investors and if and when some of the prior investors decide to sell any of their shares.

Our Strategy

We intend to become a leading company in the development and commercialization of innovative therapeutics to treat cancer, with an initial focus on bladder cancer. Key elements of our strategy to accomplish this objective include:

- Complete the ongoing BOND-003 Phase 3 trial of cretostimogene as monotherapy in high-risk BCG-unresponsive NMIBC and pursue FDA approval.
- Expand the development of cretostimogene monotherapy as a potential backbone therapy across NMIBC indications.
- Continue to evaluate cretostimogene in combination with other therapies, such as CPIs, to potentially further enhance its clinical utility across various stages of bladder cancer.
- Build our operational capabilities to successfully commercialize cretostimogene.
- Leverage our chemistry, manufacturing and controls (CMC) expertise and relationships to scale commercialization efforts.

Summary of Risks Associated with Our Business

Our ability to execute our business strategy is subject to numerous risks and uncertainties that you should consider before investing in us, as more fully described in the section titled “Risk Factors” immediately following this Prospectus Summary. These risks include, among others:

- We have a relatively limited operating history, have incurred significant operating losses since our inception, and expect to incur significant losses for the foreseeable future. We may never generate any revenue or become profitable or, if we achieve profitability, we may not be able to sustain it.
- Even if this offering is successful, we will require substantial additional capital to finance our operations, and a failure to obtain this necessary capital when needed on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our development programs, commercialization efforts or other operations.
- We currently depend entirely on the success of cretostimogene, which is our only product candidate. If we are unable to advance cretostimogene in clinical development, obtain regulatory approval and ultimately commercialize cretostimogene, or experience significant delays in doing so, our business will be materially harmed.
- Cretostimogene is based on a novel approach to the treatment of cancer, which makes it difficult to predict the time and cost of product candidate development and subsequently obtaining regulatory approval, if at all.

- Clinical and preclinical drug development involves a lengthy and expensive process with uncertain timelines and outcomes, and results of prior preclinical studies and early clinical trials are not necessarily predictive of future results. Cretostimogene or any future product candidates may not achieve favorable results in clinical trials or preclinical studies or receive regulatory approval on a timely basis, if at all.
- Use of cretostimogene or any future product candidates could be associated with adverse side effects, adverse events or other properties or safety risks, which could delay or preclude regulatory approval, cause us to suspend or discontinue clinical trials, abandon cretostimogene or any future product candidate, limit the commercial profile of an approved label or result in other significant negative consequences that could severely harm our business, financial condition, results of operations and prospects.
- We face significant competition, and if our competitors develop and commercialize technologies or product candidates more rapidly than we do, or their technologies or product candidates are more effective, safer, or less expensive than cretostimogene or any future product candidates we develop, our business and our ability to develop and successfully commercialize products will be adversely affected.
- We rely on third parties to conduct our clinical trials and preclinical studies, and these third parties may not perform satisfactorily, which could delay, prevent, or impair our development or commercialization efforts.
- We rely on third parties for the manufacture and shipping of cretostimogene for clinical development and expect to continue to do so for the foreseeable future. This reliance on third parties increases the risk that we will not have sufficient quantities of cretostimogene or future product candidates or such quantities at an acceptable cost, which could delay, prevent, or impair our development or commercialization efforts.
- If we are unable to obtain, maintain, and enforce patent or other intellectual property protection for cretostimogene or any future product candidates or technology, or if the scope of the patent or other intellectual property protection obtained is not sufficiently broad, our competitors or other third parties could develop and commercialize products similar or identical to ours, and our ability to successfully commercialize cretostimogene or any future product candidates, may be adversely affected.

Corporate and Other Information

We were originally founded as a California corporation on September 24, 2010 under the name Cold Genesys, Inc. On November 30, 2017, we reincorporated as a Delaware corporation, and on March 31, 2020, we changed our name to CG Oncology, Inc. Our principal executive offices are located at 400 Spectrum Center Drive, Suite 2040, Irvine, CA 92618, and our telephone number is (949) 409-3700. Our website address is https://cgoncology.com. The information contained in, or accessible through, our website does not constitute part of this prospectus. We have included our website address as an inactive textual reference only.

We use our trademarks in this prospectus, as well as trademarks, tradenames and service marks that are the property of other organizations. Solely for convenience, trademarks and tradenames referred to in this prospectus appear without the ® and ™ symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or that the applicable owner will not assert its rights to these trademarks and tradenames.

Implications of Being an Emerging Growth Company and a Smaller Reporting Company

We qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 (the JOBS Act). An emerging growth company may take advantage of certain reduced disclosure and other requirements that are otherwise applicable to public companies. These provisions include, but are not limited to:

- being permitted to provide only two years of audited financial statements, in addition to any required unaudited interim financial statements, with correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure;
- not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended (the Sarbanes-Oxley Act);
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, unless the U.S. Securities and Exchange Commission (SEC) determines the new rules are necessary for protecting the public;
- reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements and registration statements; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

We may take advantage of these provisions until the last day of our fiscal year following the fifth anniversary of the date of the first sale of our common equity securities pursuant to an effective registration statement under the Securities Act of 1933, as amended (the Securities Act), which such fifth anniversary will occur in 2028. However, if certain events occur prior to the end of such five-year period, including if we become a "large accelerated filer" as defined in Rule 12b-2 under the Exchange Act, our annual gross revenues exceed $1.235 billion or we issue more than $1.0 billion of non-convertible debt in any three-year period, we will cease to be an emerging growth company prior to the end of such five-year period.

We have elected to take advantage of certain of the reduced disclosure obligations in this prospectus and in the registration statement of which this prospectus is a part and may elect to take advantage of other reduced reporting requirements in future filings. As a result, the information in this prospectus and that we provide to our stockholders in the future may be different than what you might receive from other public reporting companies in which you hold equity interests.

In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. We have elected to avail ourselves of this exemption and, therefore, we will not be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates. We intend to rely on other exemptions provided by the JOBS Act, including without limitation, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act.

We are also a "smaller reporting company" as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies and will be able to take advantage of these scaled disclosures for so long as our voting and non-voting common stock held by non-affiliates is less than $250.0 million measured on the last business day of our second fiscal quarter, or our annual revenue is less than $100.0 million during the most recently completed fiscal year and our voting and non-voting common stock held by non-affiliates is less than $700.0 million measured on the last business day of our second fiscal quarter.

The Offering

Common stock offered by us	shares.
Underwriters' over-allotment option of common stock offered by us	shares.
Common stock to be outstanding immediately after this offering	shares (or shares if the underwriters exercise their over-allotment option in full).
Use of proceeds	We estimate that the net proceeds to us from this offering will be approximately $ million (or approximately $ million if the underwriters exercise their over-allotment option in full), based on the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. We currently intend to use the net proceeds of this offering, together with our existing cash, cash equivalents and marketable securities, to fund the research and development of cretostimogene and for working capital and other general corporate purposes, including pre-commercial activities. See the section titled "Use of Proceeds."
Risk factors	Investing in our common stock involves a high degree of risk. See the section titled "Risk Factors" and other information included in this prospectus for a discussion of risks you should consider carefully before deciding to invest in our common stock.
Proposed Nasdaq Global Market trading symbol	"CGON"

The number of shares of our common stock to be outstanding after this offering set forth above is based on shares of our common stock outstanding as of September 30, 2023, after giving effect to the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 366,277,131 shares of our common stock immediately prior to the closing of this offering, and excludes:

- shares of common stock issuable upon the exercise of stock options outstanding as of September 30, 2023, with a weighted-average exercise price of $ per share;
- shares of common stock issuable upon the exercise of stock options subsequent to September 30, 2023, with a weighted-average exercise price of $ per share;
- shares of common stock reserved for future issuance under our 2024 Incentive Award Plan (the 2024 Plan), which will become effective in connection with this offering (which number includes shares of common stock reserved for issuance under our 2022 Incentive Award Plan (the 2022 Plan) as of September 30, 2023, which shares will be added to the 2024 Plan upon its effectiveness, but does not include any potential evergreen increases pursuant to the terms of the 2024 Plan); and

- shares of common stock reserved for future issuance under our 2024 Employee Stock Purchase Plan (the ESPP), which will become effective in connection with this offering (which number does not include any potential evergreen increases pursuant to the terms of the ESPP).

Unless otherwise indicated, all information contained in this prospectus assumes or gives effect to the following:

- the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, each of which will occur immediately prior to the closing of this offering;
- the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 366,277,131 shares of our common stock immediately prior to the closing of this offering;
- a -for- reverse stock split of our common stock, which we effected on , 2023;
- no exercise of the outstanding stock options described above; and
- no exercise by the underwriters of their over-allotment option.

Summary Financial Data

The following tables set forth a summary of our historical financial data as of, and for the periods ended on, the dates indicated. We have derived the summary statements of operations and comprehensive loss data for the years ended December 31, 2021 and 2022 from our audited financial statements included elsewhere in this prospectus. We have derived the summary statements of operations and comprehensive loss data for the nine months ended September 30, 2022 and 2023 and the summary balance sheet data as of September 30, 2023 from our unaudited financial statements included elsewhere in this prospectus. The unaudited financial statements have been prepared on a basis consistent with our audited financial statements included in this prospectus and, in the opinion of management, reflect all adjustments, consisting only of normal recurring adjustments, necessary to fairly state the financial information in those statements. You should read these data together with our financial statements and related notes included elsewhere in this prospectus and the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations." Our historical results for any prior period are not necessarily indicative of our future results, and our interim results are not necessarily indicative of our expected results for the year ended December 31, 2023.

	Year Ended December 31,		Nine Months Ended September 30,	
	2021	2022	2022	2023
	(in thousands, except for share and per share data)		(unaudited)	
Statements of Operations and Comprehensive Loss Data:				
Revenue:				
Research and collaboration revenue	$ 10,358	$ 191	$	$
Operating expenses:				
Research and development	18,319	29,029		
General and administrative	4,645	6,408		
Total operating expenses	22,964	35,437		
Loss from operations	(12,606)	(35,246)		
Other income (expense), net:				
Interest expense, net	(451)	(1)		
Other income (expense), net	218	(196)		
Total other income (expense), net	(233)	(197)		
Net loss and comprehensive loss	$ (12,839)	$ (35,443)	$	$
Deemed dividend on redeemable convertible preferred stock issuances	—	(474)		
Cumulative redeemable convertible preferred stock dividends	(5,544)	(7,871)		
Net loss attributable to common stockholders	$ (18,383)	$ (43,788)		
Net loss per share attributable to common stockholders, basic and diluted[1]	$ (0.53)	$ (1.23)	$	$
Weighted-average shares of common stock outstanding, basic and diluted[1]	34,807,996	35,669,546		
Pro forma net loss per share, basic and diluted (unaudited)[2]		$ (0.14)		$
Pro forma weighted-average shares of common stock outstanding, basic and diluted (unaudited)[2]		321,329,287		

(1) See Note 2 and Note 12 to our audited financial statements and to our unaudited condensed financial statements included elsewhere in this prospectus for an explanation of the method used to calculate historical net loss attributable to common stockholders per share, basic and diluted, and the weighted-average number of shares of common stock used in the computation of the per share amounts.

(2) Unaudited pro forma net loss per share, basic and diluted, attributable to common stockholders, is calculated giving effect to the conversion of all outstanding shares of our redeemable convertible preferred stock into shares of our common stock. Unaudited pro forma net loss per share attributable to common stockholders does not include the shares expected to be sold and related proceeds to be received in this offering. Unaudited pro forma net loss per share attributable to common stockholders for the year ended December 31, 2022 and the nine months ended September 30, 2023 was calculated using the weighted-average number of shares of common stock outstanding, including the pro forma effect of the conversion of all outstanding shares of our redeemable convertible preferred stock into shares of our common stock, as if such conversion had occurred at the beginning of the period, or their issuance dates, if later.

	September 30, 2023		
	Actual	Pro Forma[1][3]	Pro Forma As Adjusted[2][3]
	(in thousands, except for share data) (unaudited)		
Balance Sheet Data:			
Cash, cash equivalents and marketable securities	$	$	$
Working capital[4]			
Total assets			
Redeemable convertible preferred stock		—	—
Accumulated deficit			
Total stockholders' (deficit) equity			

(1) Pro forma amounts give effect to the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into an aggregate of 366,277,131 shares of our common stock and the related reclassification of the carrying value of the redeemable convertible preferred stock to permanent equity immediately prior to the closing of this offering.

(2) Pro forma as adjusted amounts give effect to (i) the pro forma adjustments set forth in footnote (1) above, and (ii) the issuance and sale of shares of our common stock in this offering at the initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each $1.00 increase or decrease in the assumed initial public offering price of $ per share would increase or decrease, as applicable, the pro forma as adjusted amount of each of our cash, cash equivalents and marketable securities, working capital, total assets and total stockholders' (deficit) equity by approximately $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each increase or decrease of 1.0 million shares in the number of shares offered by us at the assumed initial public offering price of $ per share would increase or decrease, as applicable, the pro forma as adjusted amounts of each of our cash, cash equivalents and marketable securities, working capital, total assets and total stockholders' (deficit) equity by approximately $, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

(3) The pro forma and pro forma as adjusted information discussed above is illustrative only and will be adjusted based on actual initial public offering price and other terms of this offering determined at pricing.

(4) We define working capital as current assets less current liabilities. See our financial statements and the related notes included elsewhere in this prospectus for further details regarding our current assets and current liabilities.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should consider carefully the risks and uncertainties described below, together with all of the other information in this prospectus, including our financial statements and related notes included elsewhere in this prospectus and in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" before making an investment decision. If any of the following risks are realized, our business, financial condition, results of operations and prospects could be materially and adversely affected. In that event, the trading price of our common stock could decline and you could lose part or all of your investment. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial also may impair our business, financial condition, results of operations and prospects.

Risks Related to Our Limited Operating History, Financial Position and Capital Requirements

We have a relatively limited operating history, have incurred significant operating losses since our inception and expect to incur significant losses for the foreseeable future. We may never generate any revenue or become profitable or, if we achieve profitability, we may not be able to sustain it.

Biopharmaceutical product development is a highly speculative undertaking and involves a substantial degree of risk. We are a clinical-stage biopharmaceutical company with a relatively limited operating history upon which you can evaluate our business and prospects. We commenced operations in 2010, have no products approved for commercial sale and have not generated any revenue from the sale of our products. To date, we have focused primarily on organizing and staffing our company, business planning, raising capital, conducting research, preclinical studies and clinical trials for our product candidate, cretostimogene, establishing our intellectual property portfolio, establishing arrangements with third parties for the manufacture of cretostimogene and supply of related raw materials, and providing general and administrative support for these operations. We have not yet demonstrated the ability to successfully complete any clinical trial beyond Phase 2, obtain regulatory approvals, manufacture products at commercial scale or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful product commercialization. Consequently, any predictions made about our future success or viability may not be as accurate as they could be if we had a history of successfully developing and commercializing biopharmaceutical products.

We have incurred significant operating losses since our inception and expect to incur significant losses for the foreseeable future. We do not have any products approved for sale and have not generated any revenue from product sales. If we are unable to successfully develop, obtain requisite approval for and commercialize cretostimogene or any future product candidates, we may never generate revenue. Our net losses were $12.8 million and $35.4 million for the years ended December 31, 2021 and 2022, respectively, and $ million for the nine months ended September 30, 2023. As of September 30, 2023, we had an accumulated deficit of $ million. Substantially all of our losses have resulted from expenses incurred in connection with our research and development activities and from general and administrative costs associated with our operations. Cretostimogene and any future product candidates will require substantial additional development time and resources before we would be able to apply for or receive regulatory approvals and begin generating revenue from product sales. We expect to continue to incur losses for the foreseeable future, and we anticipate these losses will increase substantially as we continue our development of, seek regulatory approval for and potentially commercialize cretostimogene and any future product candidates, as well as operate as a public company.

To become and remain profitable, we must succeed in developing, obtaining regulatory approvals for, and eventually commercializing products that generate significant revenue. This will require us to be successful in a range of challenging activities, including completing clinical trials and preclinical studies of cretostimogene and any future product candidates, acquiring additional product candidates, obtaining regulatory approval for cretostimogene and any future product candidates, and manufacturing, marketing, and selling any products for which we may obtain regulatory approval. We are only in the preliminary stages of most of these activities. We

may never succeed in these activities and, even if we do, may never generate revenue that is significant enough to achieve profitability. 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. Because of the numerous risks and uncertainties associated with biopharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve profitability. Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable may have an adverse effect on the value of our company and could impair our ability to raise capital, expand our business, maintain our research and development efforts, diversify our product candidates, achieve our strategic objectives or even continue our operations. A decline in the value of our company could also cause you to lose all or part of your investment.

Even if this offering is successful, we will require substantial additional capital to finance our operations, and a failure to obtain this necessary capital when needed on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our development programs, commercialization efforts or other operations.

The development of biopharmaceutical product candidates, including conducting preclinical studies and clinical trials, is a very time-consuming, capital-intensive and uncertain process. Our operations have consumed substantial amounts of cash since inception. We expect our expenses to substantially increase in connection with our ongoing activities, particularly as we conduct our ongoing and planned clinical trials of cretostimogene and potentially seek regulatory approval for cretostimogene and any future product candidates we may develop. In addition, if we are able to progress cretostimogene through development and commercialization, we expect to be required to make milestone and royalty payments pursuant to various license or collaboration agreements with third parties. If we obtain regulatory approval for cretostimogene or any future product candidates, we also expect to incur significant commercialization expenses related to product manufacturing, marketing, sales, and distribution. Because the outcome of any clinical trial or preclinical study is highly uncertain, we cannot reliably estimate the actual amount of capital necessary to successfully complete the development and commercialization of cretostimogene or any future product candidates. Furthermore, following the completion of this offering, we expect to incur additional costs associated with operating as a public company.

Based on our current operating plan, we believe that the net proceeds from this offering, together with our existing cash, cash equivalents and marketable securities, will be sufficient to fund our operations for at least the next months from the date of this prospectus. In particular, we expect that the net proceeds from this offering and our existing cash, cash equivalents and marketable securities will allow us to . We have based these estimates on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. Our operating plans and other demands on our cash resources may change as a result of many factors currently unknown to us, and we may need to seek additional funds sooner than planned. The net proceeds of this offering, together with our existing capital, may not be sufficient to complete development of cretostimogene, or any future product candidates, and after this offering, we will require substantial capital in order to advance cretostimogene and any future product candidates through clinical trials, regulatory approval and commercialization. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. Our ability to raise additional funds may be adversely impacted by global economic conditions, disruptions to, and volatility in, the credit and financial markets in the United States and worldwide, and diminished liquidity and credit availability. If the equity and credit markets deteriorate, it may make any necessary debt or equity financing more difficult, more costly and more dilutive. If we are unable to raise capital when needed or on attractive terms, we could be forced to delay, reduce or eliminate our research and development programs or any future commercialization efforts, or even cease operations. We expect to finance our cash needs through public or private equity or debt financings or other capital sources, including potential collaborations, licenses, and other similar 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. Attempting to secure additional financing may divert our management from our day-to-day activities, which may adversely affect our ability to develop cretostimogene or any future product candidates.

Our future capital requirements will depend on many factors, including, but not limited to:

- the initiation, type, number, scope, progress, expansions, results, costs and timing of clinical trials and preclinical studies of cretostimogene and any future product candidates we may choose to pursue, including the costs of modification to clinical development plans based on feedback that we may receive from regulatory authorities and any third-party products used as combination agents in our clinical trials;
- the costs and timing of manufacturing for cretostimogene or any future product candidate, including commercial manufacturing at sufficient scale, if any product candidate is approved, including as a result of inflation, any supply chain issues or component shortages;
- the costs, timing and outcome of regulatory meetings and reviews of cretostimogene or any future product candidates in any jurisdictions in which we or our current or any future collaborators may seek approval for cretostimogene or any future product candidates;
- the costs of obtaining, maintaining, enforcing and protecting our patents and other intellectual property and proprietary rights;
- our efforts to enhance operational systems and hire additional personnel to satisfy our obligations as a public company, including enhanced internal control over financial reporting;
- the costs associated with hiring additional personnel and consultants as our business grows, including additional executive officers and clinical development, regulatory, chemistry, CMC, quality and commercial personnel;
- the timing and payment of milestone, royalty or other payments we must make pursuant to our existing and potential future license or collaboration agreements with third parties;
- the costs and timing of establishing or securing sales and marketing capabilities if cretostimogene or any future product candidate is approved;
- our ability to achieve sufficient market acceptance, coverage and adequate reimbursement from third-party payors and adequate market share and revenue for any approved products;
- our ability and strategic decision to develop future product candidates other than cretostimogene, and the timing of such development, if any;
- patients' willingness to pay out-of-pocket for any approved products in the absence of coverage and/or adequate reimbursement from third-party payors;
- the terms and timing of establishing and maintaining collaborations, licenses and other similar arrangements; and
- costs associated with any products or technologies that we may in-license or acquire.

Conducting clinical trials and preclinical studies and potentially identifying future product candidates is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain regulatory approval and commercialize cretostimogene or any future product candidates. If approved, cretostimogene and any future product candidates may not achieve commercial success. We expect that our commercial revenue, if any, will initially be derived from sales of cretostimogene, which we do not expect to be commercially available for several years, if at all.

Accordingly, we will need to continue to rely on additional financing to achieve our business objectives. Adequate additional financing may not be available to us on acceptable terms, or at all, including as a result of financial and credit market deterioration or instability, market-wide liquidity shortages, geopolitical events or otherwise.

Raising additional capital may cause dilution to our stockholders, including purchasers of common stock in this offering, restrict our operations or require us to relinquish rights to our technologies or product candidates.

Until such time, if ever, as we can generate substantial product revenue, we expect to finance our cash needs through equity offerings, debt financings, or other capital sources, including potential collaborations, licenses and other similar arrangements. We do not have any committed external source of funds. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest may be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. Such restrictions could adversely impact our ability to conduct our operations and execute our business plan.

If we raise additional funds through future collaborations, licenses and other similar arrangements, we may be required to relinquish valuable rights to our future revenue streams, product candidates, research programs, intellectual property or proprietary technology, or grant licenses on terms that may not be favorable to us and/or that may reduce the value of our common stock. If we are unable to raise additional funds through equity or debt financings or other arrangements when needed or on terms acceptable to us, we would be required to delay, limit, reduce or terminate our product development or future commercialization efforts, or grant rights to develop and market product candidates that we might otherwise prefer to develop and market ourselves, or on less favorable terms than we would otherwise choose.

Risks Related to the Development and Regulatory Approval of Our Product Candidates

We currently depend entirely on the success of cretostimogene, which is our only product candidate. If we are unable to advance cretostimogene in clinical development, obtain regulatory approval and ultimately commercialize cretostimogene, or experience significant delays in doing so, our business will be materially harmed.

We currently only have one product candidate, cretostimogene, which is in Phase 3 clinical development. Our business presently depends entirely on our ability to successfully develop, obtain regulatory approval for, and commercialize cretostimogene in a timely manner. This may make an investment in our company riskier than similar companies that have multiple product candidates in active development and may be able to better sustain the delay or failure of a lead product candidate. The success of cretostimogene will depend on several factors, including the following:

- successful initiation and enrollment of clinical trials and completion of clinical trials with favorable results;
- acceptance of regulatory submissions by the FDA or comparable foreign regulatory authorities for the conduct of clinical trials of cretostimogene and of our proposed designs of planned clinical trials of cretostimogene;
- the frequency and severity of adverse events observed in clinical trials and preclinical studies;
- maintaining and establishing relationships with contract research organizations (CROs) and clinical sites for the clinical development of cretostimogene, and ability of such CROs and clinical sites to comply with clinical trial protocols, Good Clinical Practices (GCPs) and other applicable requirements;
- demonstrating the safety, purity and potency (or efficacy) of cretostimogene to the satisfaction of applicable regulatory authorities, including by establishing a safety database of a size satisfactory to regulatory authorities;
- receipt and maintenance of regulatory approvals from applicable regulatory authorities, including approvals of BLAs from the FDA;

- maintaining relationships with our third-party manufacturers and their ability to comply with current Good Manufacturing Practices (cGMPs) as well as timely making arrangements with our third-party manufacturers for, or establishing our own, commercial manufacturing capabilities at a cost and scale sufficient to support commercialization;
- establishing sales, marketing and distribution capabilities and launching commercial sales of cretostimogene, if and when approved, whether alone or in collaboration with others;
- obtaining, maintaining, protecting and enforcing patent and any potential trade secret protection or regulatory exclusivity for cretostimogene;
- maintaining an acceptable safety profile of cretostimogene following regulatory approval, if any;
- maintaining and growing an organization of people who can develop and, if approved, commercialize, market and sell cretostimogene; and
- acceptance of our products, if approved, by patients, the medical community and third-party payors.

If we are unable to develop, obtain regulatory approval for, or if approved, successfully manufacture and commercialize cretostimogene, or if we experience delays as a result of any of the above factors or otherwise, our business would be materially harmed.

Cretostimogene is based on a novel approach to the treatment of cancer, which makes it difficult to predict the time and cost of product candidate development and subsequently obtaining regulatory approval, if at all.

We have concentrated our research and development efforts on cretostimogene, and our future success largely depends on the successful development of the oncolytic approach underlying this product candidate. In particular, cretostimogene is an engineered adenovirus designed to replicate and eliminate cancer cells while also stimulating an anti-tumor immune response. To our knowledge, there are no FDA-approved products for the treatment of cancer that utilize an adenovirus.

We expect the novel nature of cretostimogene to create further challenges in obtaining regulatory approval. Few viral immunotherapies have been approved globally or by the FDA to date. While the first oncolytic viral immunotherapy, talimogene laherparepvec (Imlygic, Amgen), has received FDA approval, regulatory agencies have reviewed relatively few viral immunotherapy product candidates such as cretostimogene. This may lengthen the regulatory review process, increase our development costs and delay or prevent commercialization of our product candidates. Further, any viral immunotherapies that are approved may be subject to extensive post-approval regulatory requirements, including requirements pertaining to manufacturing, distribution and promotion. We may need to devote significant time and resources to compliance with these requirements.

In addition, cretostimogene is a live, gene-modified virus for which the FDA and other comparable foreign regulatory authorities and other public health authorities, such as the Centers of Disease Control and Prevention and hospitals involved in clinical studies, have established additional safety and contagion rules and procedures, which could establish additional hurdles for the development, manufacture or use of our vectors. These hurdles may lead to delays in the conduct of clinical trials or in obtaining regulatory approvals for further development, manufacturing or commercialization of our product candidates. We may also experience delays in transferring our process to commercial partners, which may prevent us from completing our clinical trials or commercializing our product candidates on a timely or profitable basis, if at all.

Clinical and preclinical drug development involves a lengthy and expensive process with uncertain timelines and outcomes, and the results of preclinical studies and early clinical trials are not necessarily predictive of future results. Cretostimogene or any future product candidates may not achieve favorable results in clinical trials or preclinical studies or receive regulatory approval on a timely basis, if at all.

Drug development is expensive and can take many years to complete, and its outcome is inherently uncertain. We cannot guarantee that any clinical trials or preclinical studies will be conducted as planned,

including whether we are able to meet expected timeframes for data readouts, or completed on schedule, if at all, and failure can occur at any time during the trial or study process, including due to factors that are beyond our control. Despite promising preclinical or clinical results, cretostimogene or any other future product candidate can unexpectedly fail at any stage of clinical or preclinical development. The historical failure rate for product candidates in our industry is high.

The results from preclinical studies or clinical trials of cretostimogene, any future product candidate, or a competitor's product candidate in the same class may not predict the results of later clinical trials of cretostimogene or any future product candidate, and interim, topline or preliminary results of a clinical trial are not necessarily indicative of final results. Cretostimogene or any future product candidate in later stages of clinical trials may fail to show the desired characteristics despite having progressed through preclinical studies and initial clinical trials. It is not uncommon to observe results in clinical trials that are unexpected based on preclinical studies and early clinical trials, and many product candidates fail in clinical trials despite very promising early results.

Moreover, preclinical and clinical data may be susceptible to varying interpretations and analyses. A number of companies in the biopharmaceutical and biotechnology industries have suffered significant setbacks in clinical development even after achieving promising results in earlier studies. Such setbacks have occurred and may occur for many reasons, including, but not limited to: clinical sites and investigators may deviate from clinical trial protocols, whether due to lack of training or otherwise, and we may fail to detect any such deviations in a timely manner; patients may fail to adhere to any required clinical trial procedures, including any requirements for post-treatment follow-up; our product candidates may fail to demonstrate safety, purity or potency (or efficacy) in certain patient subpopulations, which has not been observed in earlier trials due to limited sample size, lack of analysis or otherwise; or our clinical trials may not adequately represent the patient populations we intend to treat, whether due to limitations in our trial designs or otherwise, such as where one patient subgroup is overrepresented in the clinical trial. There can be no assurance that we will not suffer similar setbacks despite the data we observed in earlier or ongoing studies. Based upon negative or inconclusive results, we or any current or any future collaborator may decide, or regulators may require us, to conduct additional preclinical studies or clinical trials, which would cause us to incur additional operating expenses and delays and may not be sufficient to support regulatory approval on a timely basis or at all.

As a result, we cannot be certain that our ongoing and planned clinical trials or preclinical studies will be successful. Any safety concerns observed in any one of our clinical trials in our targeted indications could limit the prospects for regulatory approval of cretostimogene in those and other indications, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Any difficulties or delays in the commencement or completion, or the termination or suspension, of our current or planned clinical trials or preclinical studies could result in increased costs to us, delay or limit our ability to generate revenue or adversely affect our commercial prospects.

Before obtaining approval from regulatory authorities for the sale of cretostimogene or any future product candidates, we must conduct extensive clinical trials to demonstrate the safety, purity and potency (or efficacy) of the product candidates in humans. In addition, before we can initiate clinical development for any future preclinical product candidates, we must submit the results of preclinical studies to the FDA or comparable foreign regulatory authorities along with other information, including information about product candidate CMC and our proposed clinical trial protocol, as part of an IND or similar regulatory submission, and we are also required to submit comparable applications to foreign regulatory authorities for clinical trials outside of the United States. The FDA or comparable foreign regulatory authorities may require us to conduct additional preclinical studies for any future product candidates before it allows us to initiate clinical trials under any IND or similar regulatory submission, which may lead to delays or increase the costs of developing future product candidates.

Moreover, issues may arise that could cause regulatory authorities to suspend or terminate our ongoing or planned clinical trials. Any such delays in the commencement or completion, or the termination or suspension, of our ongoing and planned clinical trials or preclinical studies could significantly affect our product development timelines and product development costs.

We do not know whether our planned clinical trials or preclinical studies will begin on time or if our ongoing or future trials or studies will be completed on schedule, if at all. The commencement, data readouts and completion of clinical trials and preclinical studies can be delayed for a number of reasons, including delays related to:

- inability to obtain animals or materials to initiate and generate sufficient preclinical, toxicology, or other in vivo or in vitro data to support the initiation or continuation of clinical trials;
- obtaining allowance from regulatory authorities to commence a trial or reaching a consensus with regulatory authorities on trial design;
- the FDA or comparable foreign regulatory authorities disagreeing as to the design or implementation of our clinical trials;
- any failure or delay in reaching an agreement with CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- delays in identifying, recruiting, and training suitable clinical investigators;
- obtaining approval from one or more institutional review boards (IRBs) or ethics committees at clinical trial sites;
- IRBs/ECs refusing to approve, suspending, or terminating the trial at an investigational site, precluding enrollment of additional patients, or withdrawing their approval of the trial;
- changes to the clinical trial protocol;
- clinical sites deviating from the trial protocol or dropping out of a trial;
- failure by our CROs to perform in accordance with GCP requirements or applicable regulatory requirements or guidelines in other countries;
- obtaining sufficient quantities of cretostimogene or any future product candidates and related raw materials and n-Dodecyl-ß-D-maltoside (DDM) or obtaining sufficient quantities of combination therapies or other materials needed for use in clinical trials and preclinical studies;
- patients failing to enroll or remain in our trials at the rate we expect, or failing to return for post-treatment follow-up, including patients failing to remain in our trials due to movement restrictions, health reasons or otherwise resulting from any future public health concerns;
- patients choosing alternative treatments for the indications for which we are developing cretostimogene or any future product candidates, or participating in competing clinical trials;
- lack of adequate funding to continue the clinical trials or preclinical studies or costs being greater than we anticipate;
- patients 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 cretostimogene or any future product candidates;
- selection of clinical endpoints that require prolonged periods of clinical observation or extended analysis of the resulting data;
- transfer of manufacturing processes to larger-scale facilities operated by third-party manufacturers, delays or failure by our third-party manufacturers or us to make any necessary changes to such

manufacturing process, or failure of such third-party manufacturers to produce clinical trial materials in accordance with cGMP regulations or other applicable requirements; and

- third parties being unwilling or unable to satisfy their contractual obligations to us in a timely manner.

Clinical trials must be conducted in accordance with the FDA and other applicable regulatory authorities' legal requirements, regulations or guidelines, and are subject to oversight by these governmental agencies and ECs or IRBs at the medical institutions where the clinical trials are conducted. We could also encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions in which such trials are being conducted, by a data safety monitoring board for such trial or by the FDA or comparable foreign regulatory authorities. Such authorities may impose such a suspension, including a clinical hold, or termination due to a number of factors, including, among other reasons, failure to conduct the clinical trial in accordance with GCP and other regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or comparable foreign 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 drug, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. In addition, changes in regulatory requirements and policies may occur, and we may need to amend clinical trial protocols to comply with these changes. Amendments may require us to resubmit our clinical trial protocols to IRBs for reexamination, which may impact the costs, timing or successful completion of a clinical trial.

Further, we and our collaborators are currently conducting, and we, our collaborators and any future collaborators may in the future conduct, clinical trials in foreign countries, which presents additional risks that may delay completion of our clinical trials. These risks include the failure of enrolled patients 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 such foreign countries.

Moreover, principal investigators for our clinical trials have served and may in the future serve as scientific advisors or consultants to us from time to time and receive compensation in connection with such 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 our marketing applications by the FDA or comparable foreign regulatory authority, as the case may be, and may ultimately lead to the denial of regulatory approval of cretostimogene or any future product candidates.

In addition, we may make formulation or manufacturing changes to cretostimogene or any future product candidate, in which case we may need to conduct additional preclinical studies or clinical trials to bridge our current version of cretostimogene or future product candidate to earlier versions. If we are unable to conduct such studies or trials, or if we otherwise fail to adequately bridge the current versions of our product candidates to earlier versions, then we may be unable to utilize any data we have gathered from studies or trials that evaluated such earlier versions in our planned regulatory submissions, which could delay our programs. For example, in our ongoing studies of cretostimogene we are utilizing materials produced by a different third-party manufacturer than the third-party manufacturer that produced cretostimogene during the initial clinical trials for cretostimogene, and we are unable to demonstrate full comparability between lots produced previously and those produced by our current manufacturer. As a result, we may be required to gather additional data utilizing material produced by our current third-party manufacturer before we are able to submit a BLA for cretostimogene, if ever.

Many of the factors that cause, or lead to, the termination or suspension of, or a delay in the commencement or completion of, clinical trials may also ultimately lead to the denial of regulatory approval of a product

candidate. Any delays to our clinical trials that occur as a result could shorten any period during which we may have the exclusive right to commercialize cretostimogene or our future product candidates. In such cases, our competitors may be able to bring products to market before we do, and the commercial viability of cretostimogene or our future product candidates could be significantly reduced. Any of these occurrences may harm our business, financial condition, results of operations and prospects.

We may find it difficult to enroll patients in our clinical trials. If we encounter difficulties or delays enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

Successful and timely completion of clinical trials will require that we identify and enroll a specified number of patients for each of our clinical trials. We may not be able to initiate or continue certain clinical trials for cretostimogene or any future product candidates if we are unable to identify and enroll a sufficient number of eligible patients to participate in these trials as required by the FDA or similar regulatory authorities outside the United States. Patient enrollment, a significant factor in the timing of clinical trials, is affected by many factors, including the size and characteristics of the patient population, the proximity of patients to clinical sites, the eligibility and exclusion criteria for the trial, the design of the clinical trial, the risk that enrolled patients will not complete a clinical trial, our ability to recruit clinical trial investigators with the appropriate competencies and experience, and competing clinical trials and clinicians' and patients' perceptions as to the potential advantages and risks of the product candidates being studied in relation to other available therapies, including any new products that may be approved for the indications we are investigating as well as any product candidates under development. We will be required to identify and enroll a sufficient number of patients for each of our clinical trials and monitor such patients adequately during and after treatment. Potential patients for any planned clinical trials may not be adequately diagnosed or identified with the diseases which we are targeting, which could adversely impact the outcomes of our trials and could have safety concerns for the potential patients. Potential patients for any planned clinical trials may also not meet the entry criteria for such trials.

Additionally, other pharmaceutical companies targeting bladder cancer are recruiting clinical trial patients from these patient populations, which may make it more difficult to fully enroll our clinical trials. The timing of our clinical trials depends, in part, on the speed at which we can recruit patients to participate in our trials, as well as completion of required follow-up periods. The eligibility criteria of our clinical trials, once established, may further limit the pool of available trial participants. If patients are unwilling or unable to participate in our trials for any reason, including the existence of concurrent clinical trials for similar target populations, the availability of approved therapies, or the fact that enrolling in our trials may prevent patients from taking a different product, or we otherwise have difficulty enrolling a sufficient number of patients, the timeline for recruiting patients, conducting trials and obtaining regulatory approval of cretostimogene or any future product candidates may be delayed. Our inability to enroll a sufficient number of patients for any of our future clinical trials would result in significant delays or may require us to abandon one or more clinical trials altogether.

In addition, we rely on, and will continue to rely on, CROs and clinical trial sites to ensure proper and timely conduct of our clinical trials and preclinical studies. Though we have entered into agreements governing their services, we have limited influence over their actual performance. We cannot be certain that our assumptions used in determining expected clinical trial timelines are correct or that we will not experience delays or difficulties in enrollment, or be required by the FDA or other regulatory authority to increase our enrollment, which would result in the delay of completion of such trials beyond our expected timelines.

Use of cretostimogene or any future product candidates could be associated with side effects, adverse events or other properties or safety risks, which could delay or preclude regulatory approval, cause us to suspend or discontinue clinical trials, abandon cretostimogene or any future product candidate, limit the commercial profile of an approved label or result in other significant negative consequences that could severely harm our business, financial condition, results of operations and prospects.

As is the case with oncology drugs generally, it is likely that there may be side effects and adverse events associated with use of cretostimogene or any future product candidates' use. Results of our, our collaborators' or any future collaborators' clinical trials could reveal a high and unacceptable severity and prevalence of expected or unexpected side effects or unexpected characteristics. Undesirable side effects caused by our product candidates when used alone or in combination with approved or investigational drugs could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label, or lead to the delay or denial of regulatory approval by the FDA or comparable foreign regulatory authorities. The drug-related side effects could affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. Any of these occurrences may harm our business, financial condition, results of operations and prospects significantly.

Moreover, if cretostimogene or any future product candidates are associated with undesirable side effects in clinical trials or demonstrate characteristics that are unexpected, we may elect to abandon their development or limit their development to more narrow uses or subpopulations in which the undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective, which may limit the commercial expectations for such product candidate if approved. Unacceptable enhancement of certain toxicities may be seen when cretostimogene or any future product candidates are combined with standard of care therapies, or when they are used as single agents. We may also be required to modify our development and clinical trial plans based on findings in our ongoing clinical trials. Many compounds that initially showed promise in early-stage testing for treating cancer have later been found to cause side effects that prevented further development of the compounds.

It is possible that as we, our collaborators or any future collaborators test cretostimogene or any future product candidates in larger, longer and more extensive clinical trials, including with different dosing regimens, or as the use of these product candidates becomes more widespread following any regulatory approval, more illnesses, injuries, discomforts and other adverse events than were observed in earlier trials, as well as new conditions that did not occur or went undetected in previous trials, may be discovered. If such side effects become known later in development or upon approval, if any, such findings may harm our business, financial condition, results of operations and prospects significantly.

In addition, we are studying cretostimogene in combination with other therapies and may do so for future product candidates, which may exacerbate adverse events associated with such product candidate. Patients treated with cretostimogene or future product candidates may also be undergoing surgical, radiation and chemotherapy treatments, which can cause side effects or adverse events that are unrelated to our product candidate but may still impact the success of our clinical trials. The inclusion of critically ill patients in our, our collaborators' or any future collaborators' clinical trials may result in deaths or other adverse medical events due to other therapies or medications that such patients may be using or due to the gravity of such patients' illnesses. For example, it is expected that some of the patients enrolled in our, our collaborators' or any future collaborators' clinical trials will die or experience major clinical events either during the course of such clinical trials or after participating in such trials, which has occurred with other investigational therapeutics in the past.

In addition, if cretostimogene or any future product candidate receives regulatory approval, and we or others later identify undesirable side effects caused by such product, a number of potentially significant negative consequences could result, including:

- regulatory authorities may withdraw, suspend or limit approvals of such product, or seek an injunction against its manufacture or distribution;

- we may be required to recall a product or change the way such product is administered to patients;
- regulatory authorities may require additional warnings on the label, 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 may be required to change the way a product is distributed or administered, conduct additional clinical trials or change the labeling of a product or be required to conduct additional post-marketing studies or surveillance;
- we could be sued and held liable for harm caused to patients;
- sales of the product may decrease significantly or the product could become less competitive; and
- our reputation may suffer.

Any of these events could prevent us from achieving or maintaining market acceptance and/or physician adoption of the particular product candidate, if approved, and could significantly harm our business, financial condition, results of operations and prospects.

Although we have completed a Phase 2 clinical trial for cretostimogene, we have not as an organization completed later-stage or pivotal clinical trials or submitted a BLA, and we may be unable to do so for cretostimogene or any future product candidates.

We will need to successfully complete later-stage and pivotal clinical trials in order to obtain FDA or comparable foreign regulatory approval to market cretostimogene or any future product candidates. Carrying out later-stage clinical trials and the submission of a successful BLA or other comparable foreign regulatory submission is a complicated process. As an organization, we have completed one Phase 2 clinical trial of cretostimogene, and are conducting and plan to conduct additional Phase 3 clinical trials for cretostimogene. We also plan to conduct a number of additional clinical trials of cretostimogene in parallel over the next several years, which may be a difficult process to manage with our limited resources and which may divert attention of management. We have not yet completed any later-stage or pivotal clinical trials for cretostimogene or any other product candidate. We also have limited experience as a company in preparing, submitting and prosecuting regulatory filings and have not previously submitted a BLA or other comparable foreign regulatory submission for any product candidate. In addition, we have had limited interactions with the FDA and cannot be certain how many additional clinical trials of cretostimogene or any future product candidate will be required or how such trials should be designed. Consequently, we may be unable to successfully and efficiently execute and complete necessary clinical trials in a way that leads to regulatory submission and approval of any of our product candidates. We may require more time and incur greater costs than our competitors and may not succeed in obtaining regulatory approvals of product candidates that we develop. Failure to commence or complete, or delays in, our ongoing or planned clinical trials could prevent us from or delay us in submitting BLAs or other comparable foreign regulatory submissions for and commercializing our product candidates.

We intend to develop cretostimogene and future product candidates in combination with other therapies, which exposes us to additional risks.

We intend to develop cretostimogene and any future product candidates for use in combination with one or more currently approved cancer therapies. Even if cretostimogene or any future product candidate we develop was to receive regulatory approval or be commercialized for use in combination with other existing therapies, we would continue to bear the risks that the FDA or similar foreign regulatory authorities could revoke approval of the therapy used in combination with cretostimogene or a future product candidate or that safety, efficacy, manufacturing or supply issues could arise with these existing therapies. The known side effect profile of checkpoint inhibitors we use in combination therapies may otherwise negatively affect the results of our trials and could limit the number of patients and physicians who choose to adopt cretostimogene, if approved for use as combination therapy with such drugs.

Combination therapies are commonly used for the treatment of cancer, and we would be subject to similar risks if we develop cretostimogene or any future product candidate for use in combination with other drugs or biologics. Developing combination therapies using approved therapeutics, as we plan to do for cretostimogene and our future product candidates, also exposes us to additional clinical risks, such as the requirement that we demonstrate the safety, purity and potency (or efficacy) of each active component of any combination regimen we may develop.

If the FDA or similar foreign regulatory authorities revoke the approval of combination agents, or if safety, efficacy, manufacturing, or supply issues arise with the drugs we choose to evaluate in combination with cretostimogene or any future product candidate, we may be unable to obtain approval of or market cretostimogene or any future product candidate for combination therapy regimens.

Additionally, if the third-party providers of therapies or therapies in development used in combination with cretostimogene or any future product candidate are unable to produce sufficient quantities for clinical trials or for commercialization of cretostimogene or any future product candidate, or if the cost of combination therapies are prohibitive, our development and commercialization efforts would be impaired, which would have an adverse effect on our business, financial condition, results of operations and prospects.

Negative developments in the field of immuno-oncology and, in particular, viral immunotherapy, could damage public perception of any cretostimogene or any future oncolytic product candidates and negatively affect our business.

The commercial success of cretostimogene and any future adenovirus-based product candidates will depend in part on public acceptance of the use of immuno-oncology, and, in particular, viral immunotherapy. Adverse events in clinical trials of cretostimogene or any other adenovirus-based product candidates which we may develop, or in clinical trials of other biopharmaceutical companies developing similar products and the resulting publicity, as well as any other negative developments in the field of immuno-oncology that may occur in the future, including in connection with competitor therapies, could result in a decrease in demand for cretostimogene or any other adenovirus-based product candidates that we may develop. These events could also result in the suspension, discontinuation or clinical hold of or modification to our clinical trials. If public perception is influenced by claims that the use of viral immunotherapies is unsafe, whether related to our therapies or those of our competitors, our product candidates may not be accepted by the general public or the medical community and potential clinical trial subjects may be discouraged from enrolling in our, our collaborators' or any future collaborators' clinical trials. In addition, responses by national or state governments to negative public perception may result in new legislation or regulations that could limit our ability to develop or commercialize any product candidates, obtain or maintain regulatory approval or otherwise achieve profitability. More restrictive statutory regimes, government regulations or negative public opinion would have an adverse effect on our business, financial condition, results of operations and prospects and may delay or impair the development and commercialization of our product candidates or demand for any products we may develop. As a result, we may not be able to continue or may be delayed in conducting our development programs.

Adverse developments in clinical trials of other immunotherapy products based on viruses, like oncolytic viruses, may result in a disproportionately negative effect for cretostimogene or any future product candidates as compared to other products in the field of infectious disease and immuno-oncology that are not based on viruses. Future negative developments in the biopharmaceutical industry could also result in greater governmental regulation, stricter labeling requirements and potential regulatory delays in the testing or approvals of cretostimogene or any future product candidates. Any increased scrutiny could delay or increase the costs of obtaining marketing approval for our product candidates.

We may not be successful in our efforts to investigate cretostimogene in additional indications. We may expend our limited resources to pursue a new product candidate or a particular indication for cretostimogene and fail to capitalize on product candidates or indications that may be more profitable or for which there is a greater likelihood of success.

Because we have limited financial and managerial resources, we focus on the development of cretostimogene for specific indications. We may fail to generate additional clinical development opportunities for cretostimogene for a number of reasons, including that cretostimogene may, in indications we are seeking or may seek in the future, be shown to have harmful side effects, limited to no efficacy or other characteristics that suggest it is unlikely to receive marketing approval and/or achieve market acceptance in such potential indications. Our resource allocation and other decisions may cause us to fail to identify and capitalize on viable potential product candidates or additional indications for cretostimogene. Our spending on current and future research and development programs for new product candidates or additional indications for cretostimogene may not yield any commercially viable product candidates or indications. If we do not accurately evaluate the commercial potential or target market for a particular indication or product candidate, we may fail to develop such product candidate or indication, or relinquish valuable rights to that product candidate through collaborations, license agreements and other similar arrangements in cases where it would have been more advantageous for us to retain sole development and commercialization rights to such indication or product candidate, or negotiate less advantageous terms for any such arrangements than is optimal.

Additionally, we may pursue additional in-licenses or acquisitions of development-stage assets or programs, which entails additional risk to us. Identifying, selecting and acquiring promising product candidates requires substantial technical, financial and human resources expertise. Efforts to do so may not result in the actual acquisition or license of a particular product candidate, potentially resulting in a diversion of our management's time and the expenditure of our resources with no resulting benefit. For example, if we are unable to identify programs that ultimately result in approved products, we may spend material amounts of our capital and other resources evaluating, acquiring and developing products that ultimately do not provide a return on our investment.

We are currently conducting and may in the future conduct certain of our clinical trials for cretostimogene or any future product candidate outside of the United States. However, the FDA and other foreign equivalents may not accept data from such trials, in which case our development plans will be delayed, which could materially harm our business.

We are currently conducting, and we or our current or any future collaborators may in the future conduct, one or more of our clinical trials for cretostimogene or any future product candidate outside the United States. The acceptance of study data from clinical trials conducted outside the United States or another jurisdiction by the FDA or comparable foreign regulatory authority may be subject to certain conditions or may not be accepted at all. For example, in cases where data from foreign clinical trials are intended to serve as the sole basis for regulatory approval in the United States, the FDA will generally not approve the application on the basis of foreign data alone unless the data are applicable to the U.S. population and U.S. medical practice; the trials were performed by clinical investigators of recognized competence and pursuant to GCP regulations; and the data may be considered valid without the need for an on-site inspection by the FDA, or if the FDA considers such inspection to be necessary, the FDA is able to validate the data through an on-site inspection or other appropriate means. In addition, even where the foreign study data are not intended to serve as the sole basis for approval, if the relevant study was not conducted pursuant to an IND, the FDA will not accept the data as support for a marketing application unless the study was conducted in accordance with GCP requirements and the FDA is able to validate the data from the study through an onsite inspection if deemed necessary. Many foreign regulatory authorities have similar requirements for clinical data gathered outside of their respective jurisdictions. There can be no assurance that the FDA or any comparable foreign regulatory authority will accept data from trials conducted outside of the United States or the applicable jurisdiction. If the FDA or any comparable foreign regulatory authority does not accept such data from our clinical trials of cretostimogene or any future product

candidate, it would likely result in the need for additional clinical trials, which would be costly and time-consuming and delay or permanently halt our development of such product candidate.

Conducting clinical trials outside the United States also exposes us to additional risks, including risks associated with:

- additional foreign regulatory requirements;
- foreign exchange fluctuations;
- compliance with foreign manufacturing, customs, shipment, and storage requirements;
- inconsistent standards for reporting and evaluating clinical data and adverse events;
- diminished protection of intellectual property in some countries; and
- public health concerns or political instability, civil unrest, war or similar events that may jeopardize our ability to commence, conduct or complete a clinical trial and evaluate resulting data.

Interim, topline and preliminary data from our clinical trials and preclinical studies that we announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data.

From time to time, we may publicly disclose interim, topline or preliminary data from our clinical trials and preclinical studies, which is 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 study or trial. We also make assumptions, estimations, calculations and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data. As a result, the interim, topline or preliminary results that we report may differ from future results of the same studies or trials, or different conclusions or considerations may qualify such results once additional data have been received and fully evaluated. Topline and preliminary data also remain subject to audit and verification procedures that may result, in the final data being materially different from the topline or preliminary data we previously published. As a result, topline and preliminary data should be viewed with caution until the final data are available. Interim data from clinical trials that we may complete are further subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Adverse differences between interim, topline or preliminary data and final data could significantly harm our business prospects. Further, disclosure of interim data by us or by our competitors could result in volatility in the price of our common stock.

In addition, others, including regulatory authorities, 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 our company in general. Moreover, the information we choose to publicly disclose regarding a particular study or clinical trial is based on what is typically extensive information, and you or others may not agree with what we determine is material or otherwise appropriate information to include in our disclosure, and 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 drug, product candidate or our business. If the interim, topline or preliminary 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 cretostimogene and any future product candidates may be harmed, which could harm our business, financial condition, results of operations and prospects.

Changes in methods of the manufacturing or formulation of cretostimogene or any future product candidates may result in additional costs or delay.

As cretostimogene and any future product candidates progress through clinical trials to regulatory approval and commercialization, it is common that various aspects of the development program, such as manufacturing

methods and formulation, are altered along the way in an effort to optimize safety, efficacy, yield and manufacturing batch size, minimize costs and achieve consistent quality and results. There can be no assurance that any future manufacturing or formulation changes we may make will achieve their intended objectives, and such changes may also cause cretostimogene or any future product candidates to perform differently and affect the results of future clinical trials conducted with the altered materials. Such changes or related unfavorable clinical trial results or changes in the CMOs we use to manufacture cretostimogene or any future product candidates could delay initiation or completion of clinical trials, require the conduct of bridging studies or additional clinical trials or the repetition of one or more studies or clinical trials, increase development costs, delay or prevent potential regulatory approval and jeopardize our ability to commercialize cretostimogene or any future product candidates, if approved, and generate revenue.

A Breakthrough Therapy designation from the FDA may not lead to a faster development or regulatory review or approval process, and does not increase the likelihood that cretostimogene or any future product candidates will receive FDA approval.

We have obtained Breakthrough Therapy designation from the FDA for cretostimogene in combination with pembrolizumab for the treatment of NMIBC unresponsive to BCG, and we may seek additional Breakthrough Therapy designations for cretostimogene or for any future product candidates where we believe the clinical data support such a designation. A "Breakthrough Therapy" is defined as a drug or biologic that is intended, alone or in combination with one or more other drugs or biologics, to treat a serious or life-threatening disease or condition, where preliminary clinical evidence indicates that the drug or biologic may demonstrate substantial improvement over 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. Biologics designated as Breakthrough Therapies also receive the same benefits associated with Fast Track designation, including eligibility for rolling review of a submitted BLA, if the relevant criteria are met.

Designation as a Breakthrough Therapy 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. In any event, the receipt of a Breakthrough Therapy Designation for cretostimogene or any future product candidate may not result in a faster development process, review or approval compared to biologics considered for approval under standard FDA review procedures and does not ensure ultimate approval by the FDA. In addition, though cretostimogene currently qualifies as a Breakthrough Therapy for the treatment of NMIBC unresponsive BGC, the FDA may later decide that cretostimogene no longer meets the conditions for qualification and rescind the designation.

We may attempt to secure approval from the FDA through the use of the accelerated approval pathway. If we are unable to obtain such approval, we may be required to conduct additional 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 an accelerated approval for cretostimogene or our future 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 such 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 post-approval confirmatory studies to verify and describe the drug's clinical benefit. If such confirmatory 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, the Food and Drug Omnibus Reform Act of 2022 was enacted, 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, and additional oversight over confirmatory trials. Under these provisions, the FDA may, among other things, require a sponsor of a product seeking accelerated approval to have a confirmatory trial underway prior to such approval being granted.

Prior to seeking approval for cretostimogene or any future product candidate 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 a BLA for accelerated approval or obtain any other form of expedited development, review, or approval. Furthermore, if we decide to submit an application for accelerated approval for cretostimogene or any future product candidate, there can be no assurance that such submission or application will be accepted or that any expedited development, review, or approval will be granted on a timely basis, or at all. The FDA could also require us to conduct further studies prior to considering our application or granting approval of any type. A failure to obtain accelerated approval or any other form of expedited development, review, or approval for cretostimogene or any future product candidate would result in a longer time period to commercialization of such product candidate, if any, could increase the cost of development of such product candidate, and could harm our competitive position in the marketplace.

Disruptions at the FDA and other government agencies caused by funding shortages or global health concerns could hinder their ability to hire, retain or deploy key leadership and other personnel, or otherwise prevent new or modified products from being developed, approved or commercialized in a timely manner or at all, which could negatively impact our business.

The ability of the FDA and other government agencies to review and approve new products can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory and policy changes, a government agency's ability to hire and retain key personnel and accept the payment of user fees, and other events that may otherwise affect the government agency's ability to perform routine functions. Average review times at the FDA and other government agencies have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA and other agencies may also slow the time necessary for new biologics or modifications to approved or licensed biologics to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, 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.

Separately, in response to the COVID-19 pandemic, the FDA postponed most inspections of domestic and foreign manufacturing facilities at various points. Even though the FDA has since resumed standard inspection operations of domestic facilities where feasible, future pandemics may lead to similar inspectional delays. If any future prolonged government shutdown occurs, or if global health concerns prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly

impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

Risks Related to Our Reliance on Third Parties

We rely on third parties to conduct our clinical trials and preclinical studies. If these third parties do not successfully carry out their contractual duties, comply with applicable regulatory requirements, or meet expected deadlines, cretostimogene or any future product candidate and our ability to seek or obtain regulatory approval for or commercialize cretostimogene or any future product candidates may be delayed.

We are dependent on third parties to conduct our clinical trials and preclinical studies. Specifically, we rely on, and intend to continue to rely on, medical institutions, clinical investigators, CROs and consultants to conduct our preclinical studies and clinical trials in accordance with our clinical protocols and regulatory requirements. These CROs, investigators and other third parties play a significant role in the conduct and timing of these trials and subsequent collection and analysis of data. While we have and will have agreements governing the activities of our third-party contractors, we have limited influence over their actual performance. Nevertheless, we are responsible for ensuring that each of our clinical trials is conducted in accordance with the applicable protocol and legal, regulatory and scientific standards and requirements, and our reliance on our CROs and other third parties does not relieve us of our regulatory responsibilities. In addition, we and our CROs are required to comply with Good Laboratory Practice (GLP) requirements for certain preclinical studies, as well as GCP requirements, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for cretostimogene and any future product candidates in clinical development. Regulatory authorities enforce these GCPs through periodic inspections of trial sponsors, principal investigators and trial sites. If we or any of our CROs or trial sites fail to comply with applicable GLP or GCP or other requirements, the clinical data generated in our preclinical studies or clinical trials may be deemed unreliable, and the FDA or comparable foreign regulatory authorities may require us to perform additional preclinical studies or clinical trials before approving our marketing applications, if ever. Further, our clinical trials must be conducted with products produced in accordance with cGMP regulations. Failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process.

There is no guarantee that any of our CROs, investigators or other third parties will devote adequate time and resources to such trials or studies or perform as contractually required. If any of these third parties fail to meet expected deadlines, adhere to our clinical protocols or meet regulatory requirements, or otherwise perform in a substandard manner, our clinical trials may be extended, delayed or terminated. In addition, many of the third parties with whom we contract may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials or other development activities that could harm our competitive position. In addition, principal investigators for our clinical trials have served and may in the future serve as scientific advisors or consultants to us from time to time and may receive cash or equity compensation in connection with such services. If these relationships and any related compensation result in perceived or actual conflicts of interest, or the FDA or comparable foreign regulatory authorities conclude that the financial relationship may have affected the interpretation of the study, the integrity of the data generated at the applicable clinical trial site may be questioned and the utility of the clinical trial itself may be jeopardized, which could result in the delay or rejection by the FDA or comparable foreign regulatory authorities of any BLA we submit or any comparable submission. Any such delay or rejection could prevent us from receiving regulatory approval for, or commercializing cretostimogene and any future product candidates.

Our CROs have the right to terminate their agreements with us in the event of an uncured material breach and under other specified circumstances. If any of our relationships with these third parties terminate, we may not be able to enter into arrangements with alternative third parties on commercially reasonable terms, in a timely manner or at all. Switching or adding additional CROs, investigators and other third parties involves additional cost and requires our management’s time and focus. In addition, there is a natural transition period when a new CRO commences work. As a result, delays occur, which can materially impact our ability to meet our desired

clinical development timelines. Though we work to carefully manage our relationships with our CROs, investigators and other third parties, there can be no assurance that we will not encounter challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition, results of operations and prospects.

We rely on third parties for the manufacture and shipping of cretostimogene for clinical development and expect to continue to do so for the foreseeable future. This reliance on third parties increases the risk that we will not have sufficient quantities of cretostimogene or future product candidates 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 and have no plans to develop our own clinical or commercial-scale manufacturing capabilities. We rely on a third-party manufacturer for the production of cretostimogene and a third-party manufacturer for the production of DDM, and expect to continue to rely on third-party manufacturers for commercial manufacture if cretostimogene or any future product candidates receive regulatory approval. The facilities used by third-party manufacturers to manufacture cretostimogene or any future product candidate must be approved for the manufacture of such product candidate by the FDA and any comparable foreign regulatory authority pursuant to inspections that will be conducted after we submit a BLA to the FDA or any comparable submission to a foreign regulatory authority. We do not control the manufacturing process of, and are completely dependent on, third-party manufacturers for compliance with cGMP requirements for manufacture of products. If these third-party manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or any comparable foreign regulatory authority, they will not be able to secure and/or maintain regulatory approval for their manufacturing facilities. In addition, we have no control over the ability of third-party manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA or any comparable foreign regulatory authority does not approve these facilities for the manufacture of cretostimogene or any future product candidates or if it withdraws any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain regulatory approval for or market cretostimogene or any future product candidates, if approved. Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including clinical holds, fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, seizures or recalls of cretostimogene or any future product candidates, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of cretostimogene or any future product candidates.

Our or a third party's failure to execute on our manufacturing requirements on commercially reasonable terms, in a timely manner and in compliance with cGMP or other regulatory requirements could adversely affect our business in a number of ways, including:

- an inability to initiate or continue clinical trials of cretostimogene or any future product candidates, or a hold on clinical trials of cretostimogene or any future product candidates;
- delay in submitting regulatory applications, or receiving regulatory approvals, for cretostimogene or any future product candidates;
- subjecting third-party manufacturing facilities to additional inspections by regulatory authorities;
- requirements to cease development or to recall batches of cretostimogene or any future product candidates; and
- in the event of approval to market and commercialize cretostimogene or any future product candidates, an inability to meet commercial demands for cretostimogene or any future product candidates.

Our IND for cretostimogene was previously placed on partial clinical hold by the FDA that was lifted in March 2020, primarily due to CMC-related issues attributable to product supplied by our prior third-party manufacturer, who was purchased by another third-party supplier, resulting in clinical development delays. In addition, we do not have any long-term commitments or supply agreements with our third-party manufacturers. We may be unable to establish any long-term supply agreements with third-party manufacturers or to do so on acceptable

terms or at all, which increases the risk of failing to timely obtain sufficient quantities of cretostimogene or such quantities at an acceptable cost. Even if we are able to establish agreements with third-party manufacturers, reliance on third-party manufacturers entails additional risks, including:

- failure of third-party manufacturers to comply with regulatory requirements and maintain quality assurance;
- breach of the manufacturing agreement by the third party;
- failure to manufacture our product according to our specifications;
- failure to obtain adequate raw materials and other materials required for manufacturing;
- failure to manufacture our product according to our schedule or at all;
- failure to successfully scale up manufacturing capacity, if required;
- misappropriation of our proprietary information, including our trade secrets and know-how; and
- termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us.

Further, cretostimogene and any future product candidates that we may develop may compete with other product candidates and products for access to manufacturing facilities.

We also rely on a third party to store and transport cretostimogene at temperatures within a certain range, which is known as "strict cold chain" storage and transportation. Any failure by this third party to store or transport cretostimogene at the appropriate temperature could impair the quality of cretostimogene or cause cretostimogene to become unsuitable for use, which could result in lost inventories, increased costs or delays in clinical development.

Any performance failure on the part of our existing or future manufacturers, suppliers or vendors could delay clinical development or regulatory approval, and any related remedial measures may be costly or time consuming to implement. We do not currently have arrangements in place for redundant manufacturing of cretostimogene and DDM. In addition, there are a limited number of manufacturers capable of manufacturing viral therapies such as cretostimogene, and therefore any need to switch third-party manufacturers may result in development and commercialization delays and increase our operating costs. If our existing or future third-party manufacturers and suppliers cannot perform as agreed or cannot fulfill our commercial supply requirements, we may be required to replace such manufacturers or suppliers and we may be unable to replace them on a timely basis or at all. If we later switch third-party manufacturers, we may be unable to demonstrate comparability between lots produced previously and those produced by such new third-party manufacturers, in which case we may be required to gather additional data utilizing material produced by such new third-party manufacturers before we are able to submit a BLA for cretostimogene, if ever.

In addition, our current and anticipated future dependence upon others for the manufacture of cretostimogene or any future product candidates may adversely affect our future profit margins and our ability to commercialize any products that receive regulatory approval on a timely and competitive basis.

Our reliance on third parties requires us to share our trade secrets, which increases the possibility that a competitor or other third party will discover them or that our trade secrets will be misappropriated or disclosed.

Because we currently rely on third parties to manufacture cretostimogene and to perform quality testing, we must, at times, share our proprietary technology and confidential information, including trade secrets, with them. We seek to protect our proprietary technology, in part, by entering into confidentiality agreements, and, if applicable, material transfer agreements, collaborative research agreements, consulting agreements or other

similar agreements with our collaborators, advisors, employees and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors or other third parties, are intentionally or inadvertently incorporated into the technology of others, or are disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how and trade secrets and despite our efforts to protect our trade secrets, a competitor's or other third party's discovery of our proprietary technology and confidential information or other unauthorized use or disclosure of such technology or information would impair our competitive position and may have a material adverse effect on our business, financial condition, results of operations and prospects.

We have entered into, and may in the future enter into, collaboration agreements and strategic alliances to maximize the potential of cretostimogene, and we may not realize the anticipated benefits of such collaborations or alliances. We may continue to form collaborations or alliances in the future with respect to cretostimogene or any future product candidates, but may be unable to do so or to realize the potential benefits of such transactions, which may cause us to alter or delay our development and commercialization plans.

We have entered into, and may in the future seek to enter into, collaborations, joint ventures, licenses and other similar arrangements for the development or, if approved, commercialization of cretostimogene and any future product candidates due to capital costs required to develop or commercialize such product candidates or otherwise. For example, we have entered into license and collaboration agreements with Lepu Biotech Co., Ltd. (Lepu) and Kissei Pharmaceutical Co., Ltd. (Kissei), pursuant to which we granted Lepu exclusive rights to develop and commercialize cretostimogene and/or DDM in Greater China, including Hong Kong and Macau (the Lepu Territory), and granted Kissei exclusive rights to develop and commercialize cretostimogene in combination with DDM in Japan and other Asian counties (excluding the Lepu territory). We may not be successful in our efforts to establish or maintain such collaborations because our research and development pipeline may be insufficient, future product candidates may be deemed to be at too early of a stage of development for collaborative effort or third parties may not view cretostimogene or any future product candidates as having the requisite potential to demonstrate safety, purity and potency (or efficacy), or significant commercial opportunity. In addition, we face significant competition in seeking appropriate strategic partners, and the negotiation process can be time-consuming and complex. Even if we are successful in our efforts to establish or maintain such collaborations, the terms that we agree upon may not be favorable to us. As a result, we may need to relinquish valuable rights to our future revenue streams, research programs, intellectual property, cretostimogene or any future product candidates, or grant licenses on terms that may not be favorable to us, as part of any such arrangement, and such arrangements may restrict us from entering into additional agreements with other potential collaborators. In addition, our current collaborations limit, and potential future collaborations may limit, our control over the amount and timing of resources that our collaborators will dedicate to the development or commercialization of cretostimogene or any future product candidates. Our ability to generate revenue from these arrangements will depend on any current or future collaborators' abilities to successfully perform the functions assigned to them in these arrangements. We cannot be certain that, following a collaboration, license, or strategic transaction, we will achieve an economic benefit that justifies such transaction, and such transaction may not yield additional development product candidates for our pipeline. Furthermore, we may not be able to maintain such collaborations if, for example, the development or approval of cretostimogene or any future product candidate is delayed, the safety of any such product candidate is questioned, or the sales of cretostimogene, if approved, or an approved future product candidate, are unsatisfactory.

In addition, our current collaborations are, and potential future collaborations may be, terminable by our strategic partners, and we may not be able to adequately protect our rights under these agreements. Furthermore, strategic partners may negotiate for certain rights to control decisions regarding the development and, if approved, commercialization of cretostimogene or any future product candidates, and may not conduct those activities in the same manner as we do. Any termination of collaborations we enter into in the future, or any delay in entering into collaborations related to cretostimogene or any future product candidates, could delay the

development and, if approved, commercialization of such product candidates, and reduce their competitiveness if they reach the market, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Risks Related to Commercialization of Cretostimogene and any Future Product Candidates

Even if we receive regulatory approval for cretostimogene or any future product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense.

Any regulatory approvals that we may receive for cretostimogene or any future product candidates will require the submission of reports to regulatory authorities, subject us to surveillance to monitor the safety and efficacy of the product, may contain significant limitations related to use restrictions for specified age groups, warnings, precautions or contraindications, and may include burdensome post-approval study or risk management requirements. For example, the FDA may require a REMS as a condition of approval of cretostimogene or any future product candidates, 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 cretostimogene or any future product candidates, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion, import, export and recordkeeping for our products 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 cGMPs and GCP requirements for any clinical trials that we conduct post-approval. Manufacturers of approved products and their facilities are subject to continual review and periodic, unannounced inspections by the FDA and other regulatory authorities for compliance with cGMP regulations and standards. Failure to comply with regulatory requirements or later discovery of previously unknown problems with our products, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, may result in, among other things:

- restrictions on the marketing or manufacturing of our products, withdrawal of the product from the market or voluntary or mandatory product recalls;
- restrictions on product distribution or use, or requirements to conduct post-marketing studies or clinical trials;
- restrictions on our ability to conduct clinical trials, including full or partial clinical holds on ongoing or planned trials;
- fines, restitutions, disgorgement of profits or revenue, warning letters, untitled letters, adverse publicity requirements or holds on clinical trials;
- refusal by the FDA or other regulatory authorities to approve pending applications or supplements to approved applications submitted by us or suspension or revocation of approvals;
- product seizure or detention, or refusal to permit the import or export of our products; and
- injunctions and the imposition of civil or criminal penalties.

The occurrence of any event or penalty described above may inhibit our ability to commercialize cretostimogene or any future 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 promulgated that could prevent, limit or delay marketing authorization of cretostimogene or any future

product candidates. We also 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 are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may be subject to enforcement action and we may not achieve or sustain profitability.

The FDA and other regulatory agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses.

The FDA and other regulatory agencies strictly regulate the promotional claims that may be made about prescription products, such as cretostimogene or any future product candidates, if approved. In particular, a product may not be promoted for uses that are not approved by the FDA or such other regulatory agencies as reflected in the product's approved labeling. If we receive regulatory approval for cretostimogene or any future product candidates, physicians may nevertheless prescribe it to their patients in a manner that is inconsistent with the approved label. If we are found to have promoted such off-label uses, we may become subject to significant liability. The U.S. federal government has levied large civil and criminal fines against companies for alleged improper promotion of off-label use and has enjoined several companies from engaging in off-label promotion. The government has also required companies to enter into consent decrees or imposed permanent injunctions under which specified promotional conduct is changed or curtailed. If we cannot successfully manage the promotion of cretostimogene or any future product candidates, if approved, we could become subject to significant liability, which would materially adversely affect our business and financial condition.

Any product candidates for which we intend to seek approval as biologic products may face competition sooner than anticipated

The Patient Protection and Affordable Care Act, signed into law on March 23, 2010, includes a subtitle called the Biologics Price Competition and Innovation Act of 2009 (BPCIA), which created an abbreviated approval pathway for biological products that are biosimilar to or interchangeable with an FDA-licensed reference biological product. Under the BPCIA, an application for a biosimilar product may not be submitted to the FDA until four years following the date that the reference product was first licensed by the FDA. In addition, the approval of a biosimilar product may not be made effective by the FDA until 12 years from the date on which the reference product was first licensed. During this 12-year period of exclusivity, another company may still market a competing version of the reference product if the FDA approves a full BLA for the competing product containing the sponsor's own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity and potency (or efficacy) of its product.

We believe that any cretostimogene or any future product candidates, if approved as a biological product under a BLA, should qualify for the 12-year period of exclusivity. However, there is a risk that this exclusivity could be shortened due to Congressional action or otherwise, or that the FDA will not consider our product candidates to be reference products for competing products, potentially creating the opportunity for generic competition sooner than anticipated. Moreover, the extent to which a biosimilar, once approved, could be substituted for any one of our reference products in a way that is similar to traditional generic substitution for non-biological products will depend on a number of marketplace and regulatory factors continue to develop.

The commercial success of cretostimogene or any future product candidates will depend upon the degree of market acceptance of such product candidates by physicians, patients, healthcare payors, and others in the medical community.

Cretostimogene and any future product candidates may not be commercially successful. Even if cretostimogene or any future product candidates receive regulatory approval, they may not gain market acceptance among physicians, patients, healthcare payors, or the medical community. The commercial success of cretostimogene or any future product candidates will depend significantly on the broad adoption and use of the

resulting product by these individuals and organizations for approved indications. In particular, given a significant portion of large urology practices are concentrated in a relatively small number of urology physician groups, market adoption by such groups will be an important factor in potential commercial success. The degree of market acceptance of our products will depend on a number of factors, including:

- demonstration of clinical efficacy and safety, including as compared to any more-established products;
- the indications for which cretostimogene or any future product candidates are approved, if any;
- the limitation of our targeted patient population and other limitations or warnings contained in any FDA-approved labeling;
- acceptance of a new drug for the relevant indication by healthcare providers and their patients;
- the pricing and cost-effectiveness of our products, as well as the cost of treatment with our products in relation to alternative treatments and therapies;
- our ability to obtain and maintain sufficient third-party coverage and adequate reimbursement from government healthcare programs, including Medicare and Medicaid, private health insurers and other third-party payors;
- the willingness of patients to pay all, or a portion of, out-of-pocket costs associated with our products in the absence of sufficient third-party coverage and adequate reimbursement;
- any restrictions on the use of our products, and the prevalence and severity of any adverse effects;
- potential product liability claims;
- the timing of market introduction of our products as well as availability, safety and efficacy of competitive drugs;
- the effectiveness of our or any current or future collaborators' sales and marketing strategies; and
- unfavorable publicity relating to the product.

If cretostimogene or any future product candidates is approved but does not achieve an adequate level of acceptance by physicians, hospitals, healthcare payors or patients, we may not generate sufficient revenue from that product and may not become or remain profitable. Our efforts to educate the medical community and third-party payors regarding the benefits of our products may require significant resources and may never be successful.

The successful commercialization of cretostimogene or any future product candidates, if approved, will depend in part on the extent to which governmental authorities and health insurers establish coverage, adequate reimbursement levels and favorable pricing policies. Failure to obtain or maintain coverage and adequate reimbursement for our products could limit our ability to market those products and decrease our ability to generate revenue.

The availability of coverage and the adequacy of reimbursement by governmental healthcare programs such as Medicare and Medicaid, private health insurers and other third-party payors are essential for most patients to be able to afford prescription medications such as cretostimogene or any future product candidates, if approved. Our ability to achieve coverage and acceptable levels of reimbursement for our products by third-party payors will have an effect on our ability to successfully commercialize those products. Accordingly, we will need to successfully implement a coverage and reimbursement strategy for any approved product candidate. Even if we obtain coverage for a given product by a third-party payor, the resulting reimbursement payment rates may not be adequate or may require co-payments that patients find unacceptably high.

If we participate in the Medicaid Drug Rebate Program or other governmental pricing programs, in certain circumstances, our products would be subject to ceiling prices set by such programs, which could reduce the

revenue we may generate from any such products. Participation in such programs would also expose us to the risk of significant civil monetary penalties, sanctions and fines should we be found to be in violation of any applicable obligations thereunder.

Third-party payors increasingly are challenging prices charged for biopharmaceutical products and services, and many third-party payors may refuse to provide coverage and reimbursement for particular drugs when an equivalent generic drug or a less expensive therapy is available. It is possible that a third-party payor may consider our products as substitutable and offer to reimburse patients only for the less expensive product. Even if we are successful in demonstrating improved efficacy or improved convenience of administration with our products, pricing of existing drugs may limit the amount we will be able to charge for our products. These payors may deny or revoke the reimbursement status of a given product or establish prices for new or existing marketed products at levels that are too low to enable us to realize an appropriate return on our investment in product development. If reimbursement is not available or is available only at limited levels, we may not be able to successfully commercialize our products and may not be able to obtain a satisfactory financial return on products that we may develop.

There is significant uncertainty related to third-party payor coverage and reimbursement of newly approved products. In the United States, third-party payors, including private and governmental payors, such as the Medicare and Medicaid programs, play an important role in determining the extent to which new drugs will be covered. Some third-party payors may require pre-approval of coverage for new or innovative devices or drug therapies before they will reimburse healthcare providers who use such therapies. It is difficult to predict at this time what third-party payors will decide with respect to the coverage and reimbursement for cretostimogene or any future product candidates.

Obtaining and maintaining reimbursement status is time-consuming, costly and uncertain. The Medicare and Medicaid programs increasingly are used as models for how private payors and other governmental payors develop their coverage and reimbursement policies for drugs. However, no uniform policy for coverage and reimbursement for products exists among third-party payors in the United States. Therefore, coverage and reimbursement for products can differ significantly from payor to payor. As a result, the coverage determination process is often a time consuming and costly process that will require us to provide scientific and clinical support for the use of our products to each payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. Furthermore, rules and regulations regarding reimbursement change frequently, and, in some cases, at short notice, and we believe that changes in these rules and regulations are likely. For products administered under the supervision of a physician, obtaining coverage and adequate reimbursement may be particularly difficult because of the higher prices often associated with such drugs. Additionally, separate reimbursement for the product itself or the treatment or procedure in which the product is used may not be available, which may impact physician utilization.

Outside the United States, international operations are generally subject to extensive governmental price controls and other market regulations, and we believe the increasing emphasis on cost-containment initiatives in Europe and other countries has and will continue to put pressure on the pricing and usage of cretostimogene or any future product candidates, if approved in these jurisdictions. In many countries, the prices of medical products are subject to varying price control mechanisms as part of national health systems. Other countries allow companies to fix their own prices for medical products but monitor and control company profits. Additional foreign price controls or other changes in pricing regulation could restrict the amount that we are able to charge for our products. Accordingly, in markets outside the United States, the reimbursement for our products may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenue and profits.

Moreover, increasing efforts by governmental and third-party payors in the United States and abroad to cap or reduce healthcare costs may cause such organizations to limit both coverage and the level of reimbursement for newly approved products and, as a result, they may not cover or provide adequate payment for our products.

We expect to experience pricing pressures in connection with the sale of any of our products due to the trend toward managed healthcare, the increasing influence of health maintenance organizations and additional legislative changes. The downward pressure on healthcare costs in general, and prescription drugs, surgical procedures and other treatments in particular, has become very intense. As a result, increasingly high barriers are being erected to the entry of new products. See the section titled "Risk Factors—Risks Related to Our Business Operations and Industry—Current and future healthcare reform legislation or regulation may increase the difficulty and cost for us to obtain coverage for and commercialize cretostimogene or any future product candidates and may adversely affect the prices we may set" for additional related information.

We face significant competition from entities that have developed or may develop product candidates for cancer, including companies developing novel treatments and technology platforms. If our competitors develop and commercialize their product candidates more rapidly than we do, or their technologies or product candidates are more effective, safer, or less expensive than cretostimogene or any future product candidates we develop, our business and our ability to develop and successfully commercialize products may be adversely affected.

The biopharmaceutical industry is characterized by rapid advancing technologies, intense competition and a strong emphasis on proprietary and novel products and product candidates. Our competitors have developed, are developing or may develop products, product candidates and processes competitive with cretostimogene. Cretostimogene and any future product candidates we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future. We believe that a significant number of products are currently under development, and may become commercially available in the future, for the treatment of indications for which we are developing cretostimogene. In particular, there is intense competition in the oncology field. Our competitors include larger and better-funded pharmaceutical, biopharmaceutical, biotechnological and therapeutics companies. Moreover, we may also compete with universities and other research institutions that may be active in oncology research and could be in direct competition with us. We also compete with these organizations to recruit management, scientists and clinical development personnel, and our inability to compete successfully could negatively affect our level of expertise and our ability to execute our business plan. We will also face competition in establishing clinical trial sites, enrolling patients for clinical trials and identifying and in-licensing intellectual property related to future product candidates, as well as entering into collaborations, joint ventures, license agreements and other similar arrangements. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

If cretostimogene or any future product candidates are approved, they will compete with surgery, radiation, and drug therapy, including chemotherapy, BCG, hormone therapy, biologic therapy, such as monoclonal and bispecific antibodies, antibody-drug conjugates, radiopharmaceuticals, immunotherapy, cell-based therapy, and targeted therapy, or a combination of any such methods, either approved or under development, which are intended to treat the same indications that we are targeting or may target, including through approaches that may prove to be more effective, have fewer side effects, be less costly to manufacture, be more convenient to administer or have other advantages over cretostimogene and any future product candidates. To the extent Merck & Co. (Merck) or another manufacturer increases the supply of BCG, there may be less demand for alternative treatments such as cretostimogene in BCG-naïve or BCG-exposed patients. There are numerous companies that have commercialized or are developing treatments for NMIBC that we will compete with, including Bristol Meyers Squibb, enGene Inc., Gilead Sciences, Inc., Hoffman-La Roche AG (Roche), ImmunityBio Inc., Johnson & Johnson Inc., Merck, Protara Therapeutics, Inc., Pfizer, Inc. and UroGen Pharma, Inc.

Many of our competitors have significantly greater financial, technical, manufacturing, marketing, sales and supply resources or experience than we do. If we successfully obtain approval for cretostimogene or any future product candidate, we will face competition based on many different factors, including the safety and effectiveness of our product candidates, the ease with which our product candidates can be administered, and the

extent to which patients accept relatively new routes of administration, the timing and scope of regulatory approvals for these product candidates, the availability and cost of manufacturing, marketing and sales capabilities, price, reimbursement coverage, and patent position. Competing products could present superior treatment alternatives, including by being more effective, safer, more convenient, less expensive, or marketed and sold more effectively than any products we may develop. Competitive products may make cretostimogene or any future product candidates we develop obsolete or noncompetitive before we recover the expense of their development and commercialization. If we are unable to compete effectively, our opportunity to generate revenue from the sale of cretostimogene or any future product candidates we may develop, if approved, could be adversely affected.

If the market opportunities for cretostimogene or any future product candidates are smaller than we believe they are, our revenue may be adversely affected, and our business may suffer.

Cancer therapies are defined by lines of therapy as well as by treatment-naïve or previously-treated status. Often the initial approval for a new therapy is in later lines and subsequent approval in an earlier line may not be feasible. When cancer is detected early enough, first line therapy is sometimes adequate to cure the cancer or prolong life without a cure. Whenever first line therapy, including surgery, radiation therapy, targeted therapy, immunotherapy, chemotherapy, hormone therapy, or a combination of these, proves unsuccessful, second line therapy may be administered. Second line therapies often consist of additional chemotherapy, radiation, antibody drugs, tumor targeted small molecules, or a combination of these. Third line therapies can include antibody and small molecule targeted therapies, more invasive forms of surgery, and new technologies. In markets with approved therapies, there is no guarantee that cretostimogene or any future product candidate, even if approved, would be approved for second line or first line therapy. This could limit our potential market opportunity. In addition, we may have to conduct additional clinical trials prior to gaining approval for second line or first line therapy.

Our projections of both the number of people who have the cancers we are targeting, as well as the subset of people with these cancers in a position to receive later stage therapy and who have the potential to benefit from treatment with cretostimogene or any future product candidate, are based on our beliefs and estimates. These estimates have been derived from a variety of sources, including the scientific literature, publicly available clinical molecular reports, patient foundations, or market research, and may prove to be incorrect. Further, new trials or information may change the estimated incidence or prevalence of these cancers. The number of patients in the United States and other major markets and elsewhere may turn out to be lower than expected, patients may not be otherwise amenable to treatment with our products, or new patients may become increasingly difficult to identify or gain access to, all of which would adversely affect our business, financial condition, results of operations and prospects. Further, even if we obtain significant market share for cretostimogene or any future product candidate, because some of our potential target populations are very small, we may never achieve profitability despite obtaining such significant market share.

We currently have no marketing and sales organization and have no experience as a company in commercializing products, and we may need to invest significant resources to develop these capabilities. If we are unable to establish marketing and sales capabilities or enter into agreements with third parties to market, sell and distribute our products, we may not be able to generate product revenue.

We have no internal sales, marketing or distribution capabilities, nor have we ever commercialized a product. If cretostimogene or any future product candidate ultimately receives regulatory approval, we must build a marketing and sales organization with technical expertise and supporting distribution capabilities to commercialize each such product in major markets, which will be expensive and time consuming, or 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. For example, if cretostimogene is approved, we will need to scale up a cost-effective and reliable cold chain distribution and logistics network, which we may be unable to accomplish and which will require us to rely on third-party

distributors. Failure to scale up our cold chain supply logistics, by us or third parties, could in the future lead to additional manufacturing costs and delays in our ability to supply required quantities for commercial supply.

We have no prior experience as a company with the marketing, sale or distribution of biopharmaceutical products and there are significant risks involved in the building and managing of 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 not be able to enter into collaborations or hire consultants or external service providers to assist us in sales, marketing and distribution functions on acceptable financial terms, or at all. In addition, our product revenue and our profitability, if any, may be lower if we rely on third parties for these functions than if we were to market, sell and distribute any products that we develop ourselves. We likely will have little control over such third parties, and any of them may fail to devote the necessary resources and attention to sell and market our products effectively. If we are not successful in commercializing our products, either on our own or through arrangements with one or more third parties, we may not be able to generate any future product revenue and we would incur significant additional losses.

Our future growth may depend, in part, on our ability to operate in foreign markets, where we would be subject to additional regulatory burdens and other risks and uncertainties.

Our future growth may depend, in part, on our ability to develop and commercialize cretostimogene or any future product candidates in foreign markets. We are not permitted to market or promote cretostimogene or any future product candidate before we receive regulatory approval from applicable regulatory authorities in foreign markets, and we may never receive such regulatory approvals for cretostimogene or any future product candidates. To obtain separate regulatory approval in many other countries we must comply with numerous and varying regulatory requirements regarding safety and efficacy and governing, among other things, clinical trials, commercial sales, pricing and distribution of cretostimogene or any future product candidates. Approval procedures may be more onerous than those in the United States and may require that we conduct additional preclinical studies or clinical trials. If we obtain regulatory approval of cretostimogene or any future product candidates and ultimately commercialize our products in foreign markets, we would be subject to additional risks and uncertainties, including:

- different regulatory requirements for approval of drugs in foreign countries;
- reduced protection for intellectual property rights;
- the existence of additional third-party patent rights of potential relevance to our business;
- compliance with export control and import laws and regulations and unexpected changes in tariffs, trade barriers and regulatory requirements;
- economic weakness, including inflation, or political instability in particular foreign economies and markets;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incident to doing business in another country;
- foreign reimbursement, pricing, and insurance regimes;
- workforce uncertainty in countries where labor unrest is common;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and

- business interruptions resulting from geopolitical actions, including war and terrorism, public health pandemics or epidemics, or natural disasters including earthquakes, typhoons, floods and fires.

Risks Related to Our Business Operations and Industry

Our operating results may fluctuate significantly, which makes our future operating results difficult to predict and could cause our operating results to fall below expectations or any guidance we may provide.

Our quarterly and annual operating results may fluctuate significantly, which makes it difficult for us to predict our future operating results. These fluctuations may occur due to a variety of factors, many of which are outside of our control, including, but not limited to:

- the timing and cost of, and level of investment in, research, development, regulatory approval, and commercialization activities relating to cretostimogene or any future product candidates, which may change from time to time, including the need to conduct unanticipated clinical trials or trials that are larger or more complex than anticipated;
- our ability to enroll patients in clinical trials and the timing of enrollment;
- the timing and success or failure of preclinical studies or clinical trials for cretostimogene or any future product candidates or competing product candidates, or any other change in the competitive landscape of our industry, including consolidation among our competitors or partners;
- coverage and reimbursement policies with respect to cretostimogene or any future product candidates, if approved, and potential future drugs that compete with our products;
- the cost of manufacturing cretostimogene or any future product candidates, which may vary depending on the quantity of production and the terms of our agreements with third-party manufacturers;
- expenditures that we may incur to acquire, in-license, develop, or commercialize additional product candidates;
- the level of demand for any approved products, which may vary significantly and be difficult to predict;
- our ability to commercialize cretostimogene or any future product candidates, if approved, inside and outside of the United States, either independently or working with third parties;
- our ability to establish and maintain collaborations, licensing or other arrangements;
- potential unforeseen business disruptions that increase our costs or expenses;
- future accounting pronouncements or changes in our accounting policies; and
- the timing and amount of any milestone, royalty or other payments payable by us or due to us under any collaboration, licensing or other similar agreement.

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 earnings guidance we may provide.

Our success is dependent on our ability to attract and retain highly qualified management and other clinical and scientific personnel.

Our success depends in part on our continued ability to attract, recruit, retain, manage, and motivate highly qualified management, clinical, and scientific personnel, and we face significant competition for experienced personnel. We are highly dependent upon our senior management, as well as our senior scientists and other members of our management team. The loss of services of any of these individuals could delay or prevent the successful development of our product pipeline, initiation or completion of our clinical trials and preclinical studies, regulatory approvals or the commercialization of cretostimogene or any future product candidates. Although we have executed employment agreements or offer letters with each member of our senior management team, these agreements are terminable at will with or without notice and, therefore, we may not be able to retain their services as expected. We do not currently maintain "key person" life insurance on the lives of our executives or any of our employees. This lack of insurance means that we may not have adequate compensation for the loss of the services of these individuals.

In addition, employment candidates and existing employees often consider the value of the stock awards they receive in connection with their employment. If the perceived benefits of our stock awards decline, either because we are a public company or for other reasons, it may harm our ability to recruit and retain highly skilled employees. Our employees may be more likely to leave us if the shares they own have significantly appreciated in value relative to the original purchase prices of the shares, or if the exercise prices of the options that they hold are significantly below the market price of our common stock, particularly after the expiration of the lock-up agreements described herein.

We will need to expand and effectively manage our managerial, operational, financial and other resources in order to successfully pursue our clinical development and commercialization efforts. We may not be successful in maintaining our unique company culture and continuing to attract or retain qualified management, clinical, and scientific personnel in the future due to the intense competition for qualified personnel among biopharmaceutical, biotechnology and other businesses. Our industry has experienced a high rate of turnover of management personnel in recent years. If we are not able to attract, integrate, retain and motivate necessary personnel to accomplish our business objectives, we may experience constraints that will significantly impede the achievement of our development objectives, our ability to raise additional capital and our ability to implement our business strategy.

We may encounter difficulties in managing our growth and expanding our operations successfully, which could disrupt our operations.

As of September 30, 2023, we had 58 full-time employees. As we continue development and pursue the potential commercialization of cretostimogene or any future product candidates, as well as transition to functioning as a public company, we will need to expand our financial, development, regulatory, manufacturing, information technology, marketing and sales capabilities or contract with third parties to provide these capabilities for us. As our operations expand, we expect that we will need to manage additional relationships with various strategic partners, suppliers and other third parties and we may not be successful in doing so. Our future financial performance and our ability to develop and commercialize cretostimogene and any future product candidates and to compete effectively will depend, in part, on our ability to manage any future growth effectively.

We are subject to various U.S. federal, state and foreign healthcare laws and regulations, which could increase compliance costs, and our failure to comply with these laws and regulations could harm our reputation, subject us to significant fines and liability or otherwise adversely affect our business.

Our business operations and current and future arrangements with investigators, healthcare professionals, consultants, third-party payors, patient organizations and customers expose us to broadly applicable foreign,

federal and state fraud and abuse and other healthcare laws and regulations. These laws may constrain the business or financial arrangements and relationships through which we conduct our operations, including how we research, market, sell and distribute any products for which we obtain regulatory approval. Such laws include:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons or entities from knowingly and willfully soliciting, offering, receiving or providing any remuneration (including any kickback, bribe or certain rebates), directly or indirectly, overtly or covertly, in cash or in kind, in return for, either the referral of an individual or the purchase, lease, or order, or arranging for or recommending the purchase, lease, or order of any good, facility, item or service, for which payment may be made, in whole or in part, under a federal healthcare program such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it in order to have committed a violation;
- the federal false claims laws, including the civil False Claims Act, and civil monetary penalties laws, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, to the federal government, claims for payment or approval that are false or fraudulent, knowingly making, using or causing to be made or used, a false record or statement material to a false or fraudulent claim, or from knowingly making or causing to be made a false statement to avoid, decrease or conceal an obligation to pay money 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 civil False Claims Act;
- the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), which imposes criminal and civil liability for, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement, in connection with the delivery of, or payment for, healthcare benefits, items or services. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- the federal Physician Payments Sunshine Act, which requires certain 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 the Centers for Medicare & Medicaid Services (CMS), information related to payments and other "transfers of value" made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), certain non-physician practitioners (physician assistants, nurse practitioners, clinical nurse specialists, certified nurse anesthetists, anesthesiology assistants and certified nurse-midwives), and teaching hospitals and other healthcare providers, as well as ownership and investment interests held by physicians and their immediate family members; and
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers; some state laws require biopharmaceutical companies to comply with the biopharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government and may require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures; some state laws that require biopharmaceutical companies to report information on the pricing of certain drug products; and some state and local laws that require the registration or pharmaceutical sales representatives.

Efforts to ensure that our current and future business arrangements with third parties will comply with applicable healthcare and privacy laws and regulations will involve ongoing substantial costs. It is possible that governmental authorities will conclude that our business practices, including certain consulting agreements and advisory board agreements we have entered into with physicians who are paid, in part, in the form of stock or

stock options, may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. Due to the breadth of these laws, the narrowness of statutory exceptions and regulatory safe harbors available, and the range of interpretations to which they are subject, it is possible that some of our current or future practices might be challenged under one or more of these laws. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant penalties, including civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in government-funded healthcare programs, such as Medicare and Medicaid, integrity oversight and reporting obligations, contractual damages, reputational harm, diminished profits and future earnings and the curtailment or restructuring of our operations. Defending against any such actions can be costly and time-consuming and may require significant financial and personnel resources. Therefore, even if we are successful in defending against any such actions that may be brought against us, our business may be impaired. Further, if any of the physicians or other healthcare providers or entities with whom we expect to do business are found not to be in compliance with applicable laws or regulations, they may be subject to significant criminal, civil or administrative sanctions, including exclusions from government-funded healthcare programs.

Current and future healthcare reform legislation or regulation may increase the difficulty and cost for us to obtain coverage for and commercialize cretostimogene or any future product candidates and may adversely affect the prices we may set.

In the United States and some foreign jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes to the healthcare system, including cost-containment measures that may reduce or limit coverage and reimbursement for newly approved drugs and affect our ability to profitably sell cretostimogene or any future product candidates for which we obtain regulatory approval. In particular, there have been and continue to be a number of initiatives at the U.S. federal and state levels that seek to reduce healthcare costs and improve the quality of healthcare.

For example, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010 (ACA) was enacted in the United States. The ACA established an annual, nondeductible fee on any entity that manufactures or imports specified branded prescription drugs and biologic agents; extended manufacturers' Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations; expanded eligibility criteria for Medicaid programs; expanded the entities eligible for discounts under the 340B drug pricing program; increased the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program; established a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in and conduct comparative clinical effectiveness research, along with funding for such research; and established a Center for Medicare & Medicaid Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending.

Since its enactment, there have been executive, judicial and Congressional challenges to certain aspects of the ACA. On June 17, 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.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. For example, beginning April 1, 2013, Medicare payments to providers were reduced under the sequestration required by the Budget Control Act of 2011, which will remain in effect until 2032, unless additional Congressional action is taken. Additionally, on January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law, which eliminates the statutory cap on the Medicaid drug rebate, currently set at 100% of a drug's AMP, beginning January 1, 2024. Further, there has been heightened

governmental scrutiny in the United States of pharmaceutical pricing practices in light of the rising cost of prescription drugs. Such scrutiny has resulted in several recent congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient assistance programs, and reform government program reimbursement methodologies for products.

Most recently, on August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 (IRA) into law. This statute marks the most significant action by Congress with respect to the pharmaceutical industry since adoption of the ACA in 2010. Among other things, the IRA (i) directs HHS to negotiate the price of certain high-expenditure, single-source drugs and biologics covered under Medicare and (ii) imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation. 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. On August 29, 2023, HHS announced the list of the first ten drugs that will be subject to price negotiations, although the Medicare drug price negotiation program is currently subject to legal challenges. The impact of the IRA on the pharmaceutical industry cannot yet be fully determined but is likely to be significant. Further, in response to the Biden administration's October 2022 executive order, on February 14, 2023, HHS released a report outlining three new models for testing by the CMS Innovation Center which will be evaluated on their ability to lower the cost of drugs, promote accessibility, and improve quality of care. It is unclear whether the models will be utilized in any health reform measures in the future. Additional drug pricing proposals could appear in future legislation.

At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. Legally mandated price controls on payment amounts by third-party payors or other restrictions could harm our business, financial condition, results of operations and prospects. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug and other healthcare programs. This could reduce the ultimate demand for cretostimogene and any future product candidates, if approved, or put pressure on our product pricing, which could negatively affect our business, financial condition, results of operations and prospects.

We expect that these existing laws and other healthcare reform measures that may be adopted in the future may result in additional reductions in Medicare and other healthcare funding, more rigorous coverage criteria, new payment methodologies and additional downward pressure on the price that we receive for any approved product. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize cretostimogene or any future product candidates, if approved.

If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit, delay or cease commercialization of our products.

We face an inherent risk of product liability as a result of the clinical trials of cretostimogene and any future product candidates and will face an even greater risk if we commercialize cretostimogene or any future product candidates, if approved. For example, we may be sued if cretostimogene or any future product candidates allegedly cause injury or are found to be otherwise unsuitable during product 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 candidate, negligence, strict liability and a breach of warranties. Claims may be brought against us by clinical trial participants, patients or others using, administering or selling products that may be approved in the future. 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, delay or cease the commercialization of our products. Even a successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our products;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants;
- costs to defend the related litigation;
- a diversion of our management's time and our resources;
- substantial monetary awards to trial participants or product recipients;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- significant negative financial impact;
- the inability to commercialize cretostimogene or any future product candidate; and
- a decline in our stock price.

We currently hold approximately $10 million in product liability insurance coverage in the aggregate. We may need to increase our insurance coverage as we expand our clinical trials or if we commence commercialization of cretostimogene or any future product candidates. Insurance coverage is increasingly expensive. Our inability to obtain and retain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of cretostimogene or any future product candidates. Although we will maintain such insurance, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. Our insurance policies will also have 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.

Our insurance policies are expensive and protect us from only some business risks, which will leave us exposed to significant uninsured liabilities.

We do not carry insurance for all categories of risk that our business may encounter. Some of the policies we currently maintain include property, general liability, employee benefits liability, business automobile, workers' compensation, products/clinical trial liability, cyber liability, clinical trials, directors' and officers' and employment practices insurance. We do not know, however, if we will be able to maintain insurance with adequate levels of coverage. No assurance can be given that an insurance carrier will not seek to cancel or deny coverage after a claim has occurred. Any significant uninsured liability may require us to pay substantial amounts, which would adversely affect our business, financial condition, results of operations and prospects.

We and any of our current or potential future collaborators will be required to report to regulatory authorities if any of our approved products cause or contribute to adverse medical events, and any failure to do so would result in sanctions that would materially harm our business.

If we or any of our current or potential future collaborators are successful in commercializing cretostimogene or any future product candidates, the FDA and foreign regulatory authorities would require that we and such collaborators report certain information about adverse medical events if those products may have caused or contributed to those adverse events. The timing of our obligation to report would be triggered by the

date we or such collaborators become aware of the adverse event as well as the nature of the event. We and any of our current or potential future collaborators or CROs may fail to report adverse events within the prescribed timeframe. If we or any of our current or potential future collaborators or CROs fail to comply with such reporting obligations, the FDA or a foreign regulatory authority could take action, including criminal prosecution, the imposition of civil monetary penalties, seizure of our products or delay in approval or clearance of future products.

We and our service providers may be subject to a variety of data protection, privacy and security obligations, including laws, regulations, standards and contractual provisions, which could increase compliance costs, and our actual or perceived failure to comply with such laws and obligations could subject us to potentially significant liability, fines or penalties and otherwise harm our business.

We and our service providers maintain and will maintain a large quantity of sensitive information, including confidential business and patient health information, in connection with our clinical trials, and are subject to laws and regulations governing the privacy and security of such information. The global data protection landscape is rapidly evolving, and we and our service providers may be affected by or subject to existing, amended, or new laws and regulations in the future, including as our operations continue to expand or if we operate in foreign jurisdictions. These laws and regulations may be subject to differing interpretations, thus creating potentially complex compliance issues for us and our service providers, strategic partners and future customers. 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, any of which could have a material adverse effect on our business, financial condition, results of operations and prospects.

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, numerous federal and state laws and regulations, including health information privacy laws, data breach notification laws and consumer protection laws, that govern the collection, use, storage, transfer, disclosure, protection and other processing of health-related and other personal information could apply to our operations or the operations of our collaborators and third-party providers. In addition, we may obtain health information from third parties (including research institutions from which we obtain clinical trial data and CROs) that are subject to privacy and security requirements under HIPAA. Consequently, depending on the facts and circumstances, we could be subject to significant penalties if we knowingly receive individually identifiable health information from a HIPAA-covered healthcare provider, research institution, or CRO that has not satisfied HIPAA's requirements for disclosure of individually identifiable health information.

In addition, certain state laws govern the privacy and security of health-related and other personal information, many of which may differ from each other and from HIPAA, thus complicating compliance efforts. Failure to comply with these laws, where applicable, can result in the imposition of significant civil and/or criminal penalties and private litigation. By way of example, the California Consumer Privacy Act (CCPA), which went into effect on January 1, 2020, gives California residents a number of individual privacy rights related to how their personal information is used. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that has increased the likelihood of, and risks associated with data breach litigation. Further, the California Privacy Rights Act (CPRA) generally went into effect on January 1, 2023. The CPRA imposes additional data protection obligations on covered businesses, including additional consumer rights processes, limitations on data uses, new audit requirements for higher risk data, and opt outs for certain uses of sensitive data. It also creates a new California data protection agency authorized to issue substantive regulations and could result in increased privacy and information security enforcement. Additional compliance investment and potential business process changes may be required. Similar laws have been passed in other states, and are continuing to be proposed at the state and federal level, reflecting a trend toward more

stringent privacy legislation in the United States. In the event that we are subject to or affected by HIPAA, the CCPA, the CPRA 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.

Compliance with U.S. and international data protection laws and regulations could require us to take on more onerous obligations in our contracts, restrict our ability to collect, store, use, transfer, disclose and otherwise process data, update our data privacy and security policies and procedures, or in some cases, impact our ability to operate in certain jurisdictions. Failure by us or our collaborators and our service providers to comply with U.S. and international data protection laws and regulations could result in government enforcement actions (which could include civil or criminal penalties), private litigation and/or adverse publicity and could negatively affect our operating results and business. Moreover, clinical trial subjects about whom we or our potential collaborators obtain information, as well as the providers who share this information with us, may contractually limit our ability to use and disclose such information. 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, could result in adverse publicity and adversely affect our business, financial condition, results of operations and prospects.

Our information technology systems, or those of any of our service providers, may fail or suffer security incidents and other disruptions, which could result in a material disruption of our development programs, compromise sensitive information related to our business or prevent us from accessing critical information, potentially exposing us to liability or otherwise adversely affecting our business.

In the ordinary course of business, we collect, store and transmit confidential information (including but not limited to intellectual property, proprietary and confidential business information and personal information). Our information technology systems and those of our third-party service providers, strategic partners and other contractors or consultants are vulnerable to attack, damage and interruption from computer viruses and malware (e.g. ransomware), malicious code, natural disasters, terrorism, war, telecommunication and electrical failures, hacking, cyberattacks, phishing attacks and other social engineering schemes, employee theft or misuse, human error, fraud, denial or degradation of service attacks, sophisticated nation-state and nation-state-supported actors or unauthorized access or use by persons inside our organization, or persons with access to systems inside our organization. In addition, 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 techniques used to obtain unauthorized access to, or to sabotage, 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 incidents that may remain undetected for an extended period. 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 and certain of our service providers are from time to time subject to cyberattacks and security incidents. While we do not believe that we have experienced any material system failure, accident or security breach to date, if any such event, whether actual or perceived, were to occur, it could impact our reputation and/or operations, cause us to incur significant costs, including legal expenses, harm customer confidence, hurt our expansion into new markets, cause us to incur remediation costs, or cause us to lose existing customers. For example, the loss of clinical trial data from clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. We also rely on a third party to manufacture cretostimogene, and similar events relating to their computer systems could also have a material adverse effect on our business. To the extent that any actual or perceived disruption or security incident affects our systems (or those of our third-party collaborators, service providers, contractors or consultants) or were to result in a loss of or accidental, unlawful or unauthorized access to, use of, release of, or other processing of personally identifiable information, or damage to, our confidential or proprietary data or applications, or inappropriate disclosure of

confidential or proprietary information, we could incur liability, the further development and commercialization of cretostimogene or any future product candidates could be delayed, and we could be subject to significant fines, penalties or liabilities for any noncompliance to certain privacy and security laws.

We have also outsourced elements of our information technology infrastructure, and as a result a number of third-party vendors may or could have access to our confidential information. If our third-party vendors fail to protect their information technology systems and our confidential and proprietary information, we may be vulnerable to disruptions in service and unauthorized access to our confidential or proprietary information and we could incur liability and reputational damage. If the information technology systems of our third-party vendors and other contractors and consultants 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. Some of the federal, state and foreign government requirements include obligations of companies to notify individuals of security breaches involving particular categories of personally identifiable information, which could result from incidents experienced by us or by our vendors, contractors, or organizations with which we have formed strategic relationships. Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our data privacy and security obligations. Although we currently hold cybersecurity insurance, the costs related to significant security breaches or disruptions could be material and cause us to incur significant expenses.

Our business is subject to risks arising from pandemics and epidemic diseases.

The COVID-19 worldwide pandemic presented substantial public health and economic challenges and affected our employees, patients, physicians and other healthcare providers, communities and business operations, as well as the U.S. and global economies and financial markets. Any future pandemic or epidemic disease outbreaks could disrupt the supply chain and the manufacture or shipment of drug substances and finished drug products for cretostimogene or any future product candidates for use in our, our collaborators' or any future collaborators' clinical trials and research and preclinical studies and, delay, limit or prevent our employees and CROs from continuing research and development activities, impede our clinical trial initiation and recruitment and the ability of patients to continue in clinical trials, alter the results of the clinical trial based on participants contracting the disease or otherwise increasing the number of observed adverse events, impede testing, monitoring, data collection and analysis and other related activities, any of which could delay our preclinical studies and clinical trials and increase our development costs, and have a material adverse effect on our business, financial condition, results of operations and prospects. Any future pandemic or epidemic disease outbreak could also potentially further affect the business of the FDA, EMA or other regulatory authorities, which could result in delays in meetings related to our planned clinical trials, as well have an adverse impact on global economic conditions which could have an adverse effect on our business and financial condition, including impairing our ability to raise capital when needed.

Our business could be affected by litigation, government investigations and enforcement actions.

We currently operate in a number of jurisdictions in a highly regulated industry and we could be subject to litigation, government investigation and enforcement actions on a variety of matters in the United States or foreign jurisdictions, including, without limitation, intellectual property, regulatory, product liability, environmental, whistleblower, false claims, privacy, anti-kickback, anti-bribery, securities, commercial, employment and other claims and legal proceedings that may arise from conducting our business. Any determination that our operations or activities are not in compliance with existing laws or regulations could result in the imposition of fines, civil and criminal penalties, equitable remedies, including disgorgement, injunctive relief and/or other sanctions against us, and remediation of any such findings could have an adverse effect on our business operations.

Legal proceedings, government investigations and enforcement actions can be expensive and time-consuming. An adverse outcome resulting from any such proceedings, investigations or enforcement actions could result in significant damages awards, fines, penalties, exclusion from the federal healthcare programs, healthcare debarment, injunctive relief, product recalls, reputational damage and modifications of our business practices, which could have a material adverse effect on our business, financial condition, results of operations and prospects. Even if such a proceeding, investigation or enforcement action is ultimately decided in our favor, the investigation and defense thereof could require substantial financial and management resources.

Our employees and independent contractors, including collaborators, principal investigators, CROs, consultants and vendors, may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.

We are exposed to the risk that our employees and independent contractors, including collaborators, principal investigators, CROs, consultants, and vendors may engage in misconduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or disclosure of unauthorized activities to us that violate: (i) the laws and regulations of the FDA and other similar regulatory requirements, including those laws that require the reporting of true, complete and accurate information to such authorities, (ii) manufacturing standards, including cGMP requirements, (iii) federal and state data privacy, security, fraud and abuse and other healthcare laws and regulations in the United States and abroad (iv) laws that require the true, complete and accurate reporting of financial information or data, or (v) laws that prohibit insider trading. Activities subject to these laws also involve the improper use or misrepresentation of information obtained in the course of clinical trials, the creation of fraudulent data in our or our collaborators' preclinical studies or clinical trials, or illegal misappropriation of drug product, 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 governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. In addition, we are subject to the risk that a person or government could allege such 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 and financial results, including, without limitation, the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgements, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, imprisonment, contractual damages, reputational harm, diminished profits and future earnings, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws and curtailment of our operations, any of which could adversely affect our business, financial condition, results of operations and prospects.

We may engage in strategic transactions that could impact our liquidity, increase our expenses, and present significant distractions to our management.

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. Additional potential transactions that we may consider in the future include a variety of business arrangements, including spin-offs, strategic partnerships and collaborations, joint ventures, restructurings, divestitures, business combinations, and investments. We may not be able to find suitable partners or acquisition candidates, and we may not be able to complete such transactions on favorable terms, if at all. Any future transactions could increase our near and long-term expenditures, 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 our 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. Furthermore, we may experience losses related to investments in other companies, including as a result of failure to realize expected benefits or the materialization of unexpected liabilities or risks, which could have a material negative effect on our results of operations and financial condition. Accordingly, although there can be no assurance that we will undertake or successfully complete any additional transactions of the nature described above, any additional transactions that we do complete could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our ability to use net operating loss carryforwards and other tax attributes may be limited in connection with this offering or other ownership changes.

We have incurred substantial losses during our history, do not expect to become profitable in the near future and may never achieve profitability. As of December 31, 2022, we had net operating loss (NOL) carryforwards, which may be available to offset our future taxable income, if any. Our NOL carryforwards and other tax attributes are subject to expiration, review and possible adjustment by the Internal Revenue Service (IRS) and state tax authorities.

In addition, under Section 382 of the U.S. Internal Revenue Code of 1986, as amended (the Code), our federal NOL carryforwards may be or become subject to an annual limitation in the event we have had or have in the future an "ownership change." For these purposes, an "ownership change" generally occurs if one or more stockholders or groups of stockholders who own at least 5% of a company's stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. Similar rules may apply under state tax laws. Although we believe there have been one or more ownership changes resulting from past transactions, we have not determined the amount of the cumulative change in our ownership resulting from this offering or other transactions, or any resulting limitations on our ability to utilize our NOL carryforwards and other tax attributes. However, we believe that our ability to utilize our NOL carryforwards and other tax attributes to offset future taxable income or tax liabilities may be limited as a result of ownership changes, including potential changes in connection with this offering. If we earn taxable income, such limitations could result in increased future income tax liability to us and our future cash flows could be adversely affected.

We have recorded a full valuation allowance related to our NOL carryforwards and other deferred tax assets due to the uncertainty of the ultimate realization of the future benefits of those assets.

Risks Related to Our Intellectual Property

If we are unable to obtain, maintain, defend and enforce patent or other intellectual property protection for cretostimogene or any future product candidates or technology, or if the scope of the patent or other intellectual property protection obtained is not sufficiently broad, our competitors or other third parties could develop and commercialize products similar or identical to ours, and our ability to successfully commercialize cretostimogene or any future product candidates may be adversely affected.

We rely, and may in the future rely, upon a combination of patent, trade secret and trademark protection for cretostimogene and any future product candidates and proprietary technologies to prevent third parties from exploiting our achievements, thus eroding our competitive position in our market. These legal measures afford only limited protection, and competitors or others may gain access to or use our intellectual property and proprietary information. Our success depends in large part on our ability to obtain, maintain, expand, enforce, and defend the scope, ownership or control, validity and enforceability of our intellectual property protection in the United States and other countries with respect to cretostimogene and any future product candidates and other proprietary technologies we may develop. We generally seek, and may in the future seek, to protect our proprietary position, in part, by filing patent applications in the United States and abroad relating to cretostimogene and any future product candidates and technology, manufacturing processes and methods of use. We may also seek to protect our proprietary position by acquiring or in-licensing relevant issued patents or

pending patent applications from third parties. Currently we do not have composition of matter patents covering cretostimogene. We will endeavor to seek additional patent protection to cover features of the oncolytic virus and formulations in the future. If we are unable to obtain, maintain, expand, enforce and defend the scope, ownership or control, validity and enforceability of our intellectual property protection, our business, financial condition, results of operations and prospects could be materially harmed.

Changes in either the patent laws or their interpretation in the United States and other jurisdictions may diminish our ability to protect our intellectual property, obtain, maintain, expand, enforce and defend our intellectual property rights and, more generally, could affect the value of our intellectual property or narrow the scope of our protection. We cannot predict whether the patent applications we currently or may in the future pursue or may in-license will issue as patents in any particular jurisdiction, whether the claims of any issued patents will provide sufficient protection against competitors or other third parties, or if these patents are challenged by our competitors, whether the patents will be found to be invalid, unenforceable, or not infringed or not owned or controlled by us. The patent prosecution process is expensive, time-consuming, and complex, and we may not be able to file, prosecute, maintain, enforce, defend or license all necessary or desirable patent applications or patents at a reasonable cost or in a timely manner or in all jurisdictions. It is also possible that we will fail to identify patentable aspects of our research and development output in time to obtain patent protection. Although we enter into non-disclosure and confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development output, such as our employees, licensees, third-party 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. Consequently, we may not be able to prevent any third party from using any of our technology that is in the public domain to compete with cretostimogene or any future product candidates or technologies. In addition, our ability to obtain and maintain valid and enforceable patents depends on whether the differences between our inventions and the prior art allow our inventions to be patentable in light of the prior art. Furthermore, 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 18 months after filing, or in some cases not at all. Therefore, we cannot be certain that we or the entity from which we purchased the intellectual property rights to cretostimogene were the first to invent the inventions claimed in any of our owned patents or pending patent applications, or that we or any future licensors were the first to file for patent protection of such other inventions. If a third party can establish that we were not the first to make or the first to file for patent protection of such other inventions, our patents and patent applications may not issue as patents and even if issued, may be challenged and invalidated or rendered unenforceable.

The patent position of biopharmaceutical companies generally is highly uncertain, involves complex legal and factual questions, and has been the subject of much litigation in recent years. As a result, the issuance, scope, validity, enforceability, and commercial value of our patent rights are highly uncertain. Our current and future patent applications may not result in patents being issued.

Any issued patents may not afford sufficient protection of cretostimogene or any future product candidates or their intended uses against competitors, nor can there be any assurance that the issued patents will not be infringed, designed around, invalidated by third parties, or effectively prevent others from commercializing competitive technologies, products or cretostimogene or any future product candidates. Further, even if these patents are granted, they may be difficult to enforce. Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, information disclosure, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated if we fail to comply with these requirements. In the event we experience noncompliance events that cannot be corrected and we lose our patent rights, competitors could enter the market, which would have a material adverse effect on our business. Further, any issued patents that we own or may license in the future covering cretostimogene or any future product candidates could be narrowed or found invalid or unenforceable if challenged in court or before administrative bodies in the United States or other countries, including the U.S. Patent and Trademark Office (USPTO). Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, written description or non-enablement.

In addition, patent validity challenges may, under certain circumstances, be based upon non-statutory obviousness-type double patenting, which, if successful, could result in a finding that the claims are invalid for obviousness-type double patenting or the loss of patent term, including a patent term adjustment granted by the USPTO. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld information material to patentability from the USPTO, or made a misleading statement, during prosecution. Also, patent terms, including any extensions or adjustments that may or may not be available to us, may be inadequate to protect our competitive position on cretostimogene or any future product candidates for an adequate amount of time, and we may be subject to claims challenging the inventorship, ownership, validity, enforceability of our patents and/or other intellectual property. Changes in U.S. patent law, or laws in other countries, could diminish the value of patents in general, thereby impairing our ability to protect cretostimogene or any future product candidates. Further, if we encounter delays in our development and testing of cretostimogene or any future product candidates, clinical trials or regulatory review and approval of cretostimogene or any future product candidates, the period of time during which we could market cretostimogene or any future product candidates under patent protection may be reduced (i.e., patents protecting such product candidates might expire before or shortly after such product candidates are commercialized). Thus, our patents may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours or afford us any meaningful competitive advantage.

Moreover, the claim coverage in a patent application can be significantly reduced before the corresponding patent is granted. Even if patent applications issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us or otherwise provide us with any competitive advantage. Any patents issuing from our owned and any future in-licensed patent applications may be challenged, narrowed, circumvented or invalidated by third parties. Consequently, we do not know whether cretostimogene or any future product candidates and other proprietary technology will be protectable or remain protected by valid and enforceable patents. Even if a patent is granted, our competitors or other third parties may be able to circumvent the patent by developing similar or alternative technologies or products in a non-infringing manner which could materially adversely affect our business, financial condition, results of operations and prospects. Furthermore, our competitors or other third parties may avail themselves of safe harbors under the Drug Price Competition and Patent Term Restoration Act of 1984 (the Hatch-Waxman Amendments) to conduct research and clinical trials.

The issuance of a patent is not conclusive as to its inventorship, ownership, scope, validity, or enforceability and our patent rights may be challenged in the courts or patent offices in the United States and abroad. We may be subject to a post-grant proceeding at the USPTO challenging the validity of one or more claims of our patents or patents we may license in the future. Third-party submissions may also be made prior to a patent's issuance, precluding the granting of a patent based on our pending patent application or patent application we may license in the future. A third party may also claim that our patent rights are invalid or unenforceable in a litigation. The outcome following legal assertions of invalidity and unenforceability is unpredictable. In addition, we may become involved in opposition, derivation, revocation, reexamination, reissue, interference proceedings or other similar proceedings in the United States and/or foreign jurisdictions challenging our patent rights. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate or render unenforceable, our patent rights, and may allow third parties, including generic drug companies, to commercialize cretostimogene or any future product candidates and other proprietary technologies we may develop and compete directly with us.

Moreover, some of our patent rights may in the future be co-owned with third parties. In the United States, each co-owner has the freedom to license and exploit the technology. If we are unable to obtain an exclusive license to any such third-party co-owners' interest in such patent rights, 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 of such patent rights in order to enforce such patent rights against third parties, and such cooperation may not be provided to us. Any of the foregoing could have a material adverse effect on our competitive position, business, financial condition, results of operations and prospects.

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

Filing, prosecuting, maintaining, enforcing and defending patents on cretostimogene or any future product candidates in all countries throughout the world is expensive, and the laws of foreign countries may not protect our intellectual property rights to the same extent as the laws of the United States. Prosecution of foreign patent applications is often a longer process and patents may grant at a later date, and with a shorter term, than in the United States. The requirements for patentability differ in certain jurisdictions and countries. Additionally, the patent laws of some countries do not afford intellectual property protection to the same extent as the laws of the United States. For example, other countries may impose substantial restrictions on the scope of claims, including limiting patent protection to specifically disclosed embodiments. 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 intellectual property in and into the United States or other jurisdictions. Competitors may use our intellectual property in jurisdictions where we have not pursued and obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection, but enforcement is not as strong as that in the United States. These products may compete with our products, and our patents or patents we may license in the future 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 certain countries, particularly certain developing countries, do not favor the enforcement of patents, trade secrets and other intellectual property protection, particularly those relating to biopharmaceutical products, 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. In addition, some jurisdictions, such as Europe, Japan and China, may have a heightened standard for patentability than in the United States, including, for example, the requirement of claims having literal support in the original patent filing and the limitation on using supporting data that is not in the original patent filing. Under those heightened patentability requirements, we may not be able to obtain sufficient patent protection in certain jurisdictions even though the same or similar patent protection can be secured in the United States and other jurisdictions.

Proceedings to enforce our intellectual property and proprietary rights in the United States or other jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents and any patents we may license in the future at risk of being invalidated or interpreted narrowly, could put our patent applications and any patent applications we may license in the future 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. Accordingly, our efforts to enforce our intellectual property and proprietary rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop.

Many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties, including governmental agencies. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we are forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired, and our business, financial condition, results of operations and prospects may be adversely affected. In addition, geo-political actions in the United States and in foreign countries (such as the Russia and Ukraine conflict) could increase the uncertainties and costs surrounding the prosecution or maintenance of our patent applications or those of any future licensors and the maintenance, enforcement or defense of our issued patents which could impair our competitive intellectual property position.

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 for non-compliance with these requirements.

The USPTO and various non-U.S. government agencies require compliance with several procedural, documentary, fee payment and other similar provisions during the patent application process. In some circumstances, we may be dependent on any future licensors to take the necessary action to comply with these requirements with respect to any licensed intellectual property. For example, periodic maintenance fees, renewal fees, annuity fees, and various other government fees on patents and applications will be due to be paid to the USPTO and various government patent agencies outside of the United States over the lifetime of our patents and applications. In certain circumstances, we may rely on licensing partners to pay these fees due to the U.S. and non-U.S. patent agencies. In some cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules. There are situations, however, in which non-compliance can result in abandonment or lapse of the patent or patent application, resulting in a partial or complete loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the market with similar or identical products or technology, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

The USPTO and various non-U.S. government agencies require compliance with certain foreign filing requirements during the patent application process. For example, in some countries, including the United States, China, India and some European countries, a foreign filing license is required before certain patent applications are filed. The foreign filing license requirements vary by country and depend on various factors, including where the inventive activity occurred, citizenship status of the inventors, the residency of the inventors and the invention owner, the place of business for the invention owner and the nature of the subject matter to be disclosed (e.g., items related to national security or national defense). In some, but not all cases, for example in China and India, a foreign filing license cannot be obtained retroactively in accordance with the applicable rules. There are situations, however, in which non-compliance can result in abandonment of a pending patent application or can be grounds for revoking or invalidating an issued patent, resulting in the loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the relevant markets with similar or identical products or technology, which could have a material adverse effect on our business, financial condition, results of operations and prospects. We would also be dependent on any future licensors to take the necessary actions to comply with these requirements with respect to any intellectual property we may license in the future.

Public health pandemics (such as the COVID-19 pandemic), geopolitical instability (war and terrorism), natural disasters, or similar events may impair our and our licensors' ability to comply with these procedural, document submission, fee payment, and other requirements imposed by government patent agencies, which may materially and adversely affect our ability to obtain or maintain patent protection for cretostimogene and any future product candidates.

Changes in patent laws or their interpretations could diminish the value of patents in general, thereby impairing our ability to protect our products.

Changes in either the patent laws or interpretation of the patent laws in the United States or in other countries could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. 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 America Invents 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. A third party that files a patent application in the USPTO after March 2013, but before us or our licensors could therefore be awarded a patent covering an invention of

ours or our licensors even if we or our licensors had made the invention before it was made by such third party. This requires us to be cognizant of the time from invention to filing of a patent application. Since patent applications in the United States and most other countries are confidential for a period of time after filing or until issuance, we cannot be certain that we or our licensors are the first to either (i) file any patent application related to cretostimogene or any future product candidates and other proprietary technologies we may develop or (ii) invent any of the inventions claimed in our patents or patent applications.

The America Invents Act also included a number of significant changes that affect the way patent applications are prosecuted and also affect patent litigation. These include allowing third party protests and submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent by USPTO-administered post-grant proceedings, including post-grant review, inter partes review and derivation proceedings. Because of a lower evidentiary standard in USPTO proceedings compared to the evidentiary standard in U.S. federal courts necessary to invalidate a patent claim, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our patent claims or any patent claims we may license in the future that would not have been invalidated if first challenged by the third party as a defendant in a district court action.

In addition, the patent positions of companies in the development and commercialization of pharmaceuticals are particularly uncertain. Recent U.S. Supreme Court rulings have narrowed the scope of patent protection available in certain circumstances and weakened the rights of patent owners in certain situations. We cannot predict how decisions by the courts, the U.S. Congress or the USPTO may impact the value of our patent rights. For example, the U.S. Supreme Court held in *Amgen v. Sanofi (2023)* that a functionally claimed genus was invalid for failing to comply with the enablement requirement of the Patent Act. As such, our patent rights with functional claims may be vulnerable to third party challenges seeking to invalidate these claims for lacking enablement or adequate support in the specification. Depending on future actions by the U.S. Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that could have a material adverse effect on our existing patent portfolio and our ability to protect and enforce our intellectual property in the future. Similarly, changes in patent law and regulations in other countries or jurisdictions or changes in the governmental bodies that enforce them or changes in how the relevant governmental authority enforces patent laws or regulations may weaken our ability to obtain new patents or to enforce patents that we have or may obtain or license in the future.

In 2012, the European Union Patent Package (EU Patent Package) regulations were passed with the goal of providing a single pan-European Unitary Patent and a new European Unified Patent Court (UPC) for litigation involving European patents. The EU Patent Package was implemented on June 1, 2023. As a result, all European patents, including those issued prior to ratification of the EU Patent Package, now by default automatically fall under the jurisdiction of the UPC, unless otherwise opted out. It is uncertain how the UPC will impact granted European patents in the biotechnology and pharmaceutical industries. Our European patent applications, if issued, could be challenged in the UPC. During the first seven years of the UPC's existence, the UPC legislation allows a patent owner to opt its European patents out of the jurisdiction of the UPC. We may decide to opt out our future European patents from the UPC, but doing so may preclude us from realizing the benefits of the UPC. Moreover, if we do not meet all of the formalities and requirements for opt-out under the UPC, our future European patents could remain under the jurisdiction of the UPC. The UPC will provide our competitors with a new forum to centrally revoke our European patents, and allow for the possibility of a competitor to obtain pan-European injunction. Such a loss of patent protection could have a material adverse impact on our business and our ability to commercialize our technology and cretostimogene and any future product candidates due to increased competition and, resultantly, on our business, financial condition, results of operations and prospects. The UPC and Unitary Patent are significant changes in European patent practice. As the UPC is a new court system, there is no precedent for the court, increasing the uncertainty of any litigation in the UPC.

Issued patents covering cretostimogene or any future product candidates could be found invalid or unenforceable if challenged in court or before administrative bodies in the United States or abroad.

Our patent rights may be subject to priority, validity, inventorship, ownership and enforceability disputes. Legal proceedings relating to intellectual property claims, with or without merit, are unpredictable and generally expensive and time-consuming and likely to divert significant resources from our core business, including distracting our management and scientific personnel from their normal responsibilities and generally harm our business. If we or any future licensors are unsuccessful in any of these proceedings, such patents and patent applications may be narrowed, invalidated or held unenforceable. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

If we initiate legal proceedings against a third party to enforce a patent covering cretostimogene or any future product candidates, the defendant could counterclaim that such 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 include an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, non-enablement, lack of sufficient written description, failure to claim patent-eligible subject matter or obviousness-type double patenting. 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 or inconsistent statement, during prosecution. Third parties may raise claims challenging the validity or enforceability of a patent before administrative bodies in the United States or abroad, even outside the context of litigation. Such mechanisms 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, shortening the term of or amendment to our patent rights or any patent rights we may obtain or license in the future in such a way that they no longer cover cretostimogene or any future product candidates or prevent third parties from competing with our product candidates. 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 third party were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of the patent protection for cretostimogene or any future product candidates. Such a loss of patent protection would have a material adverse impact on our business, financial condition, results of operations and prospects.

Patent terms may be inadequate to protect the competitive position of cretostimogene or any future product candidates for an adequate amount of time.

Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U.S. non-provisional or international patent application filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering cretostimogene or any future product candidates are obtained, once the patent has expired, we may be vulnerable to competition from competitive products, including generics. Given the amount of time required for the development, testing and regulatory review of cretostimogene or any future product candidates, patents protecting such product candidates might expire before or shortly after such product candidates are commercialized. As a result, our intellectual property may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours. If we do not have sufficient patent life to protect our products, our business, financial condition, results of operations and prospects will be adversely affected.

If we do not obtain patent term extension and equivalent extensions outside of the United States for cretostimogene or any future product candidates, our business may be materially harmed.

Depending upon the timing, duration and specifics of any FDA regulatory approval of cretostimogene or any future product candidates, one or more of our U.S. patents may be eligible for limited patent term extension

under the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent term extension of up to five years as compensation for patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent may be extended, and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. Similar patent term restoration provisions to compensate for commercialization delay caused by regulatory review are also available in certain foreign jurisdictions, such as in Europe under Supplemental Protection Certificate. However, we may not be granted an extension for various reasons, including failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents, or failing to satisfy other applicable requirements. Moreover, the applicable time period afforded could be less than we request. In addition, to the extent we wish to pursue patent term extension based on a patent that we may license from a third party in the future, we may need the cooperation of that third party. If we are unable to obtain patent term extension, or the foreign equivalent, or if the term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our business, financial condition, results of operations and prospects could be materially harmed.

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

We may be subject to claims that former employees, consultants, licensees, collaborators or other third parties have an interest in our patent rights, trade secrets, or other intellectual property as an inventor, co-inventor or owner of trade secrets. For example, we may have inventorship or ownership disputes arise from conflicting obligations of consultants or others who are involved in developing cretostimogene or any future product candidates and other proprietary technologies we may develop. Litigation may be necessary to defend against these and other claims challenging inventorship or ownership or our patent rights, trade secrets or other intellectual property. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as ownership of, or the right to use intellectual property that is important to cretostimogene or any future product candidates and other proprietary technologies we may develop. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to our management and other employees. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

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

In addition to seeking patent protection for cretostimogene or any future product candidates and proprietary technologies, we may rely on trade secret protection and confidentiality agreements to protect our unpatented know-how, technology, and other proprietary information and to maintain our competitive position. 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, licensees, third-party 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. Trade secrets and know-how can be difficult to protect. We cannot guarantee that we have entered into applicable agreements with each party that may have or have had access to our trade secrets or proprietary technology and processes. Despite these 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. Monitoring unauthorized uses and disclosures is difficult, and we do not know whether the steps we have taken to protect our proprietary technologies will be effective. We cannot guarantee that any potential trade secrets and other proprietary and confidential information will not be disclosed or that competitors will not otherwise gain access to trade secrets. 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. Furthermore, others may independently discover similar trade secrets and proprietary information. If any of our trade secrets were to be disclosed or misappropriated or if any such information were to be independently developed by a competitor or other third party, our competitive position would be materially and adversely harmed.

We may be subject to claims that third parties have an ownership interest in our trade secrets. For example, we may have disputes arise from conflicting obligations of our employees, consultants or others who are involved in developing cretostimogene or any future product candidates. Litigation may be necessary to defend against these and other claims challenging ownership of our trade secrets. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable trade secret rights, such as exclusive ownership of, or right to use, trade secrets that are important to cretostimogene or any future product candidates and other proprietary technologies we may develop. Such an outcome could have a material adverse effect on our business. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to our management and other employees. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

We may be subject to claims that our employees, consultants, or advisors have wrongfully used or disclosed alleged trade secrets of their current or former employers or claims asserting ownership of what we regard as our own intellectual property.

Some of our employees, consultants and advisors are currently or were previously employed at universities or other biotechnology or pharmaceutical companies, including our competitors or potential competitors. 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 such individual's current or former employer. Litigation may be necessary to defend against these claims. If we fail in 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 defending against such claims, litigation could result in substantial costs and be a distraction to our management.

In addition, while it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property that we regard as our own. The assignment of intellectual property rights may not be self-executing, or the assignment agreements may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. Such claims could have a material adverse effect on our business, financial condition, results of operations and prospects.

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

We cannot guarantee that any of our patent searches or analyses, including the identification of relevant patents, the scope of patent claims or the expiration of relevant patents, are or will be complete or thorough, nor can we be certain that we have identified or will identify 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 cretostimogene or any future product candidates in any jurisdiction. Patent applications in the United States and elsewhere are not published until approximately 18 months after the earliest filing for which priority is claimed, with such earliest filing date being commonly referred to as the priority date. Therefore, patent applications covering cretostimogene or any future product candidates could have been filed by others without our

knowledge. The scope of a patent claim is determined by the interpretation of the law, the words of a patent claim, 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 patent application may be incorrect, which may negatively impact our ability to market our products. We may incorrectly determine that cretostimogene or any future product candidates are not covered by a third-party patent or may incorrectly predict whether a third party's pending patent application will issue with claims of relevant scope. Alternatively, we may incorrectly determine that the Hatch-Waxman Amendments are a defense for a safe harbor to infringement of a patent we consider relevant to the research or clinical development of cretostimogene or any future product candidate. Our determination of the expiration date of any patent in the United States or abroad that we consider relevant may be incorrect, and we may incorrectly conclude that a third-party patent is invalid and unenforceable or not infringed. Our failure to identify and correctly interpret relevant patents may negatively impact our ability to develop and market cretostimogene or any future product candidates. If we fail to identify and correctly interpret relevant patents, we may be subject to infringement claims. Also, because the claims of published patent applications can change between publication and patent grant, there may be published patent applications that may ultimately issue with claims that we infringe. As the number of competitors in the market grows and the number of patents issued in this area increases, the possibility of patent infringement claims escalates. Moreover, in recent years, individuals and groups that are non-practicing entities, commonly referred to as "patent trolls," have purchased patents and other intellectual property assets for the purpose of making claims of infringement in order to extract settlements. From time to time, we may receive threatening letters, notices or "invitations to license," or may be the subject of claims that our products and business operations infringe or violate the intellectual property rights of others. We cannot guarantee that we will be able to successfully settle or otherwise resolve such infringement claims. If we fail in any such dispute, in addition to being forced to pay damages, we may be temporarily or permanently prohibited from commercializing cretostimogene or any future product candidates that are held to be infringing. We might, if possible, also be forced to redesign cretostimogene or any future product candidates or services 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.

Third-party claims of intellectual property infringement, misappropriation, or other violations against us or our collaborators could be expensive and time consuming and may prevent or delay the development and commercialization of cretostimogene or any future product candidates.

Our commercial success depends in part on our and our collaborators' ability to avoid infringing, misappropriating and otherwise violating the patents and other intellectual property rights of third parties. There is a substantial amount of complex litigation involving patents and other intellectual property rights in the biotechnology and pharmaceutical industries, as well as administrative proceedings for challenging patents, including interference, derivation and reexamination proceedings before the USPTO or oppositions and other comparable proceedings in foreign jurisdictions.

Numerous U.S. and foreign-issued patents and pending patent applications owned by third parties exist in the fields in which we plan to commercialize our therapeutic programs and in which we are developing other proprietary technologies. As the biotechnology and pharmaceutical industries expand and more patents are issued, and as we gain greater visibility and market exposure as a public company, the risk increases that our therapeutic programs and commercializing activities may give rise to claims of infringement of the patent rights of others. We cannot guarantee that our therapeutic programs and other proprietary technologies we develop will not infringe existing or future patents owned by third parties. We may not be aware of patents that have already been issued for which a third party, such as a competitor in the fields in which we are developing our therapeutic programs, might assert as infringed by us. It is also possible that patents owned by third parties of which we are aware, but which we do not believe we infringe or that we believe we have valid defenses to any claims of patent infringement, could be found to be infringed by us. It is not unusual that corresponding patents issued in different countries have different scopes of coverage, such that in one country a third-party patent does not pose a material risk, but in another country, the corresponding third-party patent may pose a material risk to cretostimogene or

any future product candidates. In addition, because patent applications can take many years to issue, there may be currently pending patent applications that may later result in issued patents that we may infringe. For example, pending patent applications that have been published can, subject to certain limitations, be later amended in a manner that could cover cretostimogene or any future product candidates or the use of cretostimogene or any such product candidates.

In the event that any third-party claims that we infringe their patents or that we are otherwise employing their proprietary technology without authorization and initiates litigation against us, even if we believe such claims are without merit, a court could hold that such patents are valid, enforceable and infringed by us. Defense of infringement claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of management and other employee resources from our business, and may impact our reputation. In the event of a successful claim of infringement against us, we may be enjoined from further developing or commercializing the infringing products or technologies. In addition, we may be required to pay substantial damages, including treble damages and attorneys' fees for willful infringement, obtain one or more licenses from third parties, pay royalties and/or redesign our infringing products or technologies, which may be impossible or require substantial time and monetary expenditure. Such licenses may not be available on commercially reasonable terms or at all. Even if we are able to obtain a license, the license would likely obligate us to pay license fees or royalties or both, and the rights granted to us might be nonexclusive, which could result in our competitors gaining access to the same intellectual property. If we are unable to obtain a necessary license to a third-party patent on commercially reasonable terms or at all, we may be unable to commercialize the infringing products or technologies or such commercialization efforts may be significantly delayed, which could in turn significantly harm our business. In addition, we may in the future pursue patent challenges with respect to third-party patents, including as a defense against the foregoing infringement claims. The outcome of such challenges is unpredictable.

Even if resolved in our favor, the foregoing proceedings could be very expensive, particularly for a company of our size, and time-consuming. Such proceedings could 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 proceedings adequately. Some of our competitors may be able to sustain the costs of litigation or administrative proceedings more effectively than we can because of greater financial resources. Such proceedings may also absorb significant time of our technical and management personnel and distract them from their normal responsibilities. Uncertainties resulting from such proceedings could impair our ability to compete in the marketplace. 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. The occurrence of any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

We may in the future pursue invalidity proceedings with respect to third-party patents. The outcome following legal assertions of invalidity is unpredictable. Even if resolved in our favor, these legal proceedings may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. 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 proceedings could 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 proceedings adequately. Some of these third parties may be able to sustain the costs of such proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent proceedings could compromise our ability to compete in the marketplace. If we do not prevail in the patent proceedings the third parties may assert a claim of patent infringement directed at cretostimogene or any future product candidates.

We may become involved in lawsuits to protect or enforce our patents and other intellectual property rights, which could be expensive, time-consuming, and unsuccessful.

Third parties, such as a competitor, may infringe our patent rights. In an infringement proceeding, a court may decide that a patent we own or a patent we may license in the future is invalid or unenforceable or may refuse to stop the other party from using the invention at issue. In addition, our patent rights may become involved in inventorship, ownership, priority, enforceability, or validity disputes. To counter or defend against such claims can be expensive and time-consuming. An adverse result in any litigation proceeding could put our patent rights at risk of being invalidated, held unenforceable or interpreted narrowly. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation and proceedings, there is a risk that some of our confidential information could be compromised by disclosure during such litigation and proceedings.

Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses and could distract our personnel from their normal responsibilities. 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 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. 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 and more mature and developed intellectual property portfolios. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace.

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 or unregistered trademarks or trade names may be challenged, infringed, diluted, circumvented or declared generic or determined to be infringing, misappropriating or violating 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 partners or customers in the markets of interest. During trademark registration proceedings, we may receive rejections of our applications by the USPTO or in other foreign jurisdictions. Although we are given an opportunity to respond to such rejections, we may be unable to overcome them. In the event that our trademarks are successfully challenged or determined to be infringing, misappropriating or violating other marks, we could be forced to rebrand our products, which could result in loss of brand recognition, and could require us to devote resources to advertising and marketing new brands. In addition, in the USPTO and in comparable agencies in many foreign jurisdictions, third parties are given an opportunity to oppose pending trademark applications and to seek to cancel registered trademarks. Opposition or cancellation proceedings may be filed against our trademarks, which may not survive such proceedings. Moreover, any name we may propose to use with cretostimogene or any future product candidates in the United States must be approved by the FDA, regardless of whether we have registered it, or applied to register it, as a trademark. Similar requirements exist in Europe. The FDA typically conducts a review of proposed product names, including an evaluation of potential for confusion with other product names. If the FDA or an equivalent administrative body in a foreign jurisdiction objects to any of our proposed proprietary product names, we may be required to expend significant additional resources in an effort to identify a suitable substitute name that would qualify under applicable trademark laws, not infringe, misappropriate or otherwise violate the existing rights of third parties and be acceptable to the FDA. Furthermore, in many countries, owning and maintaining a trademark registration may not provide an adequate defense against a subsequent infringement claim asserted by the owner of a senior trademark.

We may not be able to obtain, protect or enforce our rights to these trademarks and trade names, which we need to build name recognition among potential partners or customers in our markets of interest. At times,

competitors or other third parties 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, misappropriation, dilution or other claims brought by owners of other registered 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. Our efforts to obtain, enforce or protect our proprietary rights related to trademarks, trade names, domain name, or other intellectual property may be ineffective and could result in substantial costs and diversion of resources and could adversely affect our business, financial condition, results of operations and prospects.

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 cretostimogene or any future product candidates or utilize similar technology but that are not covered by the claims of the patents that we own or may license in the future;
- we or our licensors or collaborators might not have been the first to make the inventions covered by our current or future patent applications;
- we or our licensors or collaborators might not have been the first to file patent applications covering our or their inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- it is possible that our pending and future patent applications that we own or may license will not lead to issued patents;
- any issued patent that we own or license in the future may be held invalid or unenforceable, including as a result of legal challenges by our competitors or other third parties;
- others may have access to the same intellectual property rights licensed to us in the future on a non-exclusive basis;
- our competitors or other third parties might conduct research and development activities in countries where we or our licensors 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;
- we may fail to identify potential patentable subject matter and/or may fail to file on it;
- the patents or other intellectual property rights of others may harm our business; and
- we may choose not to file for patent protection in order to maintain certain trade secrets or know-how, and a third party may subsequently file a patent application covering such intellectual property or disclose information resulting in a loss of protection for such trade secret.

Should any of the foregoing occur, it could adversely affect our business, financial condition, results of operations and prospects.

We may not be successful in obtaining or maintaining necessary rights to product components and processes for our development pipeline through acquisitions and in-licenses.

The growth of our business may depend in part on our ability to acquire, in-license or use third-party intellectual property and proprietary rights. For example, cretostimogene or any future product candidates may

require specific formulations to work effectively and efficiently, we may develop product candidates containing our compounds and pre-existing pharmaceutical compounds, we may develop combination therapies with our compounds and third-party compounds, any of which could require us to obtain rights to use intellectual property held by third parties. In addition, with respect to any patent or other intellectual property rights we may co-own with third parties, we may require licenses to such co-owners' interest to such patents. We may be unable to acquire or in-license any compositions, methods of use, processes or other third-party intellectual property rights from third parties that we identify as necessary or important to our business operations. In addition, we may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all. Were that to happen, we may need to cease use of the compositions or methods covered by those third-party intellectual property rights and may need to seek to develop alternative approaches that do not infringe, misappropriate or otherwise violate those intellectual property rights, which may entail additional costs and development delays, even if we were able to develop such alternatives, which may not be feasible. Even if we are able to obtain a license, it may be non-exclusive, which means that our competitors may also receive access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to develop or license replacement technology.

Additionally, we may collaborate with academic institutions to accelerate our research and development under written agreements with these institutions. In certain cases, these institutions provide us with an option to negotiate a license to any of the institution's rights in technology resulting from the collaboration. Even if we hold such an option, we may be unable to negotiate a license from the institution within the specified timeframe or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to others, potentially blocking our ability to pursue our program. Even if we are able to obtain a license, it may be non-exclusive, and our competitors may also receive access to the same technologies licensed to us.

The licensing and acquisition of third-party intellectual property rights is a competitive area, and companies that may be more established or have greater resources than we do may also be pursuing strategies to license or acquire third-party intellectual property rights that we may consider necessary or attractive in order to commercialize cretostimogene or any future product candidates. More established companies may have a competitive advantage over us due to their size, cash resources or greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. There can be no assurance that we will be able to successfully complete these types of negotiations and ultimately acquire the rights to the intellectual property surrounding cretostimogene or any future product candidates that we may seek to develop or market. If we are unable to successfully obtain rights to required third-party intellectual property or to maintain the existing intellectual property rights we have, we may have to abandon development of certain programs and our business, financial condition, results of operations, and prospects could suffer.

Risks Related to This Offering and Ownership of Our Common Stock

There has been no public market for our common stock. An active, liquid and orderly market for our common stock may not develop, or we may in the future fail to satisfy the continued listing requirements of Nasdaq, and you may not be able to resell your common stock at or above the initial public offering price or at all.

Prior to this offering, there has been no public market for our common stock. Although we have applied to list our common stock on the Nasdaq, an active trading market for our common stock may never develop or may not be sustained following this offering. We and the representatives of the underwriters will determine the initial public offering price of our common stock through negotiation. This price will not necessarily reflect the price at which investors in the market will be willing to buy and sell our shares following this offering. In addition, an active trading market may not develop following the completion of this offering or, if it is developed, may not be sustained. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. An inactive market may also impair our ability to raise capital by

selling shares and may impair our ability to acquire other businesses or technologies using our shares as consideration, which, in turn, could materially adversely affect our business.

If, after listing, we fail to satisfy the continued listing requirements of Nasdaq, such as the corporate governance requirements or the minimum closing bid price requirement, Nasdaq may take steps to delist our common stock. Such a delisting would likely have a negative effect on the price of our common stock and would impair your ability to sell or purchase our common stock when you wish to do so. In the event of a delisting, we can provide no assurance that any action taken by us to restore compliance with listing requirements would allow our common stock to become listed again, stabilize the market price or improve the liquidity of our common stock, prevent our common stock from dropping below the Nasdaq minimum bid price requirement or prevent future non-compliance with the listing requirements of Nasdaq.

The trading price of the shares of our common stock could be highly volatile, and purchasers of our common stock could incur substantial losses.

Our stock price is likely to be volatile. The stock market in general and the market for stock of biopharmaceutical companies in particular have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, investors may not be able to sell their common stock at or above the initial public offering price. The market price for our common stock may be influenced by those factors discussed in this "Risk Factors" section and many others, including:

- results of our clinical trials and preclinical studies, and the results of trials of our competitors or those of other companies in our market sector;
- our ability to enroll patients in our future clinical trials;
- our ability to obtain and maintain regulatory approval of cretostimogene or any future product candidates or additional indications thereof, or limitations to specific label indications or patient populations for its use, or changes or delays in the regulatory review process;
- regulatory or legal developments in the United States and foreign countries;
- changes in the structure of healthcare payment systems;
- the success or failure of our efforts to develop, acquire, or license cretostimogene or any future product candidates;
- innovations, clinical trial results, product approvals and other developments regarding our competitors;
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures, or capital commitments;
- manufacturing, supply, or distribution delays or shortages;
- any changes to our relationship with any manufacturers, suppliers, collaborators or other strategic partners;
- achievement of expected product sales and profitability;
- variations in our financial results or development timelines or those of companies that are perceived to be similar to us, including variations from expectations of securities analysts or investors;
- market conditions in the biopharmaceutical sector and issuance of securities analysts' reports or recommendations;
- trading volume of our common stock;
- an inability to obtain additional funding;
- sales of our stock by us, our insiders or our stockholders, as well as the anticipation of lock-up releases or expiration of market stand-off or lock-up agreements;

- general economic, industry, geopolitical and market conditions, such as military conflict or war, inflation and financial institution instability, or pandemic or epidemic disease outbreaks, many of which are beyond our control;
- additions or departures of senior management, directors or key personnel;
- intellectual property, product liability or other litigation against us or our inability to enforce our intellectual property;
- changes in our capital structure, such as future issuances of securities and the incurrence of additional debt; and
- changes in accounting standards, policies, guidelines, interpretations or principles.

In addition, in the past, stockholders have initiated class action lawsuits against biopharmaceutical companies following periods of volatility in the market prices of these companies' stock. Such litigation, if instituted against us, could cause us to incur substantial costs, divert our management's attention and resources and damage our reputation, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

We may allocate the net proceeds from this offering in ways that you and other stockholders may not approve.

Our management will have broad discretion in the application of the net proceeds from this offering, including for any of the purposes described in the section titled "Use of Proceeds." Because of the number and variability of factors that will determine our use of the net proceeds from this offering, their ultimate use may vary substantially from their currently intended use. Our management might not apply our net proceeds in ways that ultimately increase the value of your investment, and the failure by our management to apply these funds effectively could harm our business. Pending their use, we may invest the net proceeds from this offering in short- and intermediate-term, interest-bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government. These investments may not yield a favorable return to our stockholders. If we do not invest or apply the net proceeds from this offering in ways that enhance stockholder value, we may fail to achieve expected results, which could cause our stock price to decline.

You will suffer immediate and substantial dilution in the net tangible book value of the common stock you purchase in this offering.

The initial public offering price of our common stock is substantially higher than the pro forma as adjusted net tangible book value per share of our outstanding common stock immediately after the completion of this offering. Purchasers of common stock in this offering will experience immediate dilution of approximately $ per share, assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus. In the past, we issued options to acquire common stock at prices significantly below the initial public offering price. To the extent these outstanding options are ultimately exercised, investors purchasing common stock in this offering will sustain further dilution. For a further description of the dilution that you will experience immediately after this offering, see the section titled "Dilution."

After this offering, our executive officers, directors, and principal stockholders, if they choose to act together, will continue to have the ability to significantly influence all matters submitted to stockholders for approval.

Following the completion of this offering, our executive officers, directors and greater than 5% stockholders, in the aggregate, will own approximately % of our outstanding common stock (assuming no exercise of the underwriters' option to purchase additional shares and no exercise of outstanding options and without giving effect to any potential purchases by such persons in this offering). As a result, such persons, acting together, will have the ability to significantly influence all matters submitted to our board of directors or

stockholders for approval, including the appointment of our management, the election and removal of directors and approval of any significant transaction, as well as our management and business affairs. This concentration of ownership may have the effect of delaying, deferring or preventing a change in control, impeding a merger, consolidation, takeover or other business combination involving us, or discouraging a potential acquiror from making a tender offer or otherwise attempting to obtain control of our business, even if such a transaction would benefit other stockholders.

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

We have never declared or paid any cash dividend on our common stock. We currently anticipate that we will retain future earnings for the development, operation, and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. In addition, any future debt agreements may preclude us from paying dividends. Any return to stockholders will therefore be limited to the appreciation of their stock. There is no guarantee that shares of our common stock will appreciate in value or even maintain the price at which stockholders have purchased their shares.

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

Sales of a substantial number of shares of our common stock in the public market or the perception that these sales might occur could significantly reduce the market price of our common stock and impair our ability to raise adequate capital through the sale of additional equity or equity-linked securities.

Based on shares of common stock outstanding as of September 30, 2023, upon the completion of this offering, we will have a total of shares of common stock outstanding, assuming no exercise of the underwriters' option to purchase additional shares and no exercise of outstanding options. Of these shares, only the shares of common stock sold in this offering by us, plus any shares sold upon exercise of the underwriters' option to purchase additional shares, will be freely tradable, without restriction, in the public market immediately following this offering, unless they are purchased by one of our affiliates.

Our directors and executive officers and substantially all of our securityholders have entered into lock-up agreements with the representatives pursuant to which they may not, with limited exceptions, for a period of 180 days from the date of this prospectus, offer, sell or otherwise transfer or dispose of any of our securities, without the prior written consent of Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC. The underwriters may permit our officers, directors and other securityholders who are subject to the lock-up agreements to sell shares prior to the expiration of the lock-up agreements at any time in their sole discretion. See the section titled "Underwriting." Sales of these shares, or perceptions that they will be sold, could cause the trading price of our common stock to decline. After the lock-up agreements expire, up to an additional shares of common stock will be eligible for sale in the public market, of which shares will be held by directors, executive officers and other affiliates and will be subject to volume limitations under Rule 144 under the Securities Act, in each case based on shares of common stock outstanding as of September 30, 2023 and without giving effect to any potential purchases by such persons in this offering.

In addition, as of September 30, 2023, shares of common stock that are subject to outstanding options under our employee benefit plans will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules, the lock-up agreements 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 trading price of our common stock could decline.

After this offering, the holders of shares of our outstanding common stock, or approximately % of our total outstanding common stock based on shares outstanding as of

September 30, 2023, will be entitled to rights with respect to the registration of their shares under the Securities Act, subject to vesting and the 180-day lock-up agreements described above. See the section titled "Description of Capital Stock—Registration Rights." Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares held by affiliates, as defined in Rule 144 under the Securities Act. Any sales of securities by these stockholders could have a material adverse effect on the trading price of our common stock.

We are an emerging growth company and a smaller reporting company, and the reduced disclosure requirements applicable to emerging growth companies and smaller reporting companies may make our common stock less attractive to investors.

We are an emerging growth company, as defined in the JOBS Act, and may remain an emerging growth company until the last day of the fiscal year following the fifth anniversary of the completion of this offering. However, if certain events occur prior to the end of such five-year period, including if we become a "large accelerated filer", as defined under the Exchange Act, our annual gross revenue exceeds $1.235 billion or we issue more than $1.0 billion of non-convertible debt in any three-year period, we will cease to be an emerging growth company prior to the end of such five-year period. For so long as we remain an emerging growth company, we are permitted and intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include:

- being permitted to provide only two years of audited financial statements, in addition to any required unaudited interim financial statements, with correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure;
- not being required to comply with the auditor attestation requirements in the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002 (Sarbanes-Oxley);
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, unless the SEC determines the new rules are necessary for protecting the public;
- reduced disclosure obligations regarding executive compensation; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

We have taken advantage of reduced reporting burdens in this prospectus. In particular, in this prospectus, we have provided only two years of audited financial statements and have not included all of the executive compensation-related information that would be required if we were not an emerging growth company. We cannot predict whether investors will find our common stock less attractive if we rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be reduced or more volatile. In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of these accounting standards until they would otherwise apply to private companies. We have irrevocably elected to avail ourselves of this exemption and, therefore, we may not be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies. We intend to rely on other exemptions provided by the JOBS Act, including without limitation, not being required to comply with the auditor attestation requirements of Section 404(b) of Sarbanes-Oxley.

We are also a smaller reporting company as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies and will be able to take advantage of these

scaled disclosures for so long as our voting and non-voting common stock held by non-affiliates is less than $250.0 million measured on the last business day of our second fiscal quarter, or our annual revenue is less than $100.0 million during the most recently completed fiscal year and our voting and non-voting common stock held by non-affiliates is less than $700.0 million measured on the last business day of our second fiscal quarter.

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 that will be in effect immediately prior to the completion of this offering will contain provisions that could significantly reduce the value of our shares to a potential acquiror or delay or prevent changes in control or changes in our management without the consent of our board of directors. The provisions in our charter documents will 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 a majority 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, unless the board of directors grants such right to the stockholders, to elect 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 required approval of at least 66-2/3% of the shares entitled to vote to remove a director for cause, and the prohibition on removal of directors without cause;
- 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 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;
- an exclusive forum provision providing that the Court of Chancery of the State of Delaware will be the exclusive forum for certain actions and proceedings;
- the requirement that a special meeting of stockholders may be called only by the 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.

Our current amended and restated certificate of incorporation provides, and our amended and restated certificate of incorporation will provide, that the Court of Chancery of the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders and that the federal district courts shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees or the underwriters or any offering giving rise to such claim.

Our current amended and restated certificate of incorporation provides, and our amended and restated certificate of incorporation that will be in effect immediately prior to the completion of this offering will provide, that the Court of Chancery of the State of Delaware is the exclusive forum for any 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, 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, this provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act. or any other claim for which the federal courts have exclusive jurisdiction. Furthermore, our amended and restated certificate of incorporation will also provide that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. These choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees and result in increased costs for investors to bring a claim. By agreeing to this provision, however, stockholders will not be deemed to have waived our compliance with the 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. If a court were to find the choice of forum provisions in our amended and restated certificate of incorporation 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 and financial condition.

Participation in this offering by our existing stockholders and/or their affiliated entities may reduce the public float for our common stock.

To the extent certain of our existing stockholders and their affiliated entities participate in this offering, such purchases would reduce the non-affiliate public float of our shares, meaning the number of shares of our common stock that are not held by officers, directors, and controlling stockholders. A reduction in the public float could reduce the number of shares that are available to be traded at any given time, thereby adversely impacting the liquidity of our common stock and depressing the price at which you may be able to sell shares of common stock purchased in this offering.

General Risk Factors

We will incur significant increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives.

As a public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. We will be subject to the reporting requirements of the Exchange Act, which will require, among other things, that we file with the SEC annual, quarterly and current reports with respect to our business and financial condition. In addition, Sarbanes-Oxley, as well as rules subsequently adopted by the SEC and Nasdaq to implement provisions of Sarbanes-Oxley, impose significant requirements on public companies, including requiring establishment and maintenance of effective disclosure and financial controls and certain

corporate governance practices. Further, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the SEC has adopted additional rules and regulations in these areas, such as mandatory "say on pay" voting requirements that will apply to us when we cease to be an emerging growth company. 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.

We expect the rules and regulations applicable to public companies to substantially increase our legal and financial compliance costs and to make some activities more time consuming and costly. The increased costs will decrease our net income or increase our net loss, and may require us to reduce expenditures in other areas of our business. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to incur substantial costs to maintain the same or similar coverage. We cannot predict or estimate the amount or timing of additional costs we may incur to comply with these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers. If these requirements divert the attention of our management and personnel from other business concerns, they could have a material adverse effect on our business, financial condition, results of operations and prospects.

We are subject to U.S. and certain foreign export and import controls, sanctions, embargoes, anti-corruption laws, and anti-money laundering laws and regulations. We could face criminal liability and other serious consequences for violations, which could harm our business.

We are subject to export control and import laws and regulations, including the U.S. Export Administration Regulations, U.S. Customs regulations, and various economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls and anti-corruption and anti-money laundering laws and regulations, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act and other state and national anti-bribery and anti-money laundering laws in the countries in which we conduct activities. Anti-corruption laws are interpreted broadly and prohibit companies and their employees, agents, CROs, contractors and other collaborators and partners from authorizing, promising, offering, providing, soliciting or receiving, directly or indirectly, improper payments or anything else of value to or from recipients in the public or private sector. We may engage third parties for clinical trials outside of the United States, to sell our products abroad if and when we enter a commercialization phase, and/or to obtain necessary permits, licenses, patent registrations and other regulatory approvals. We have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities and other organizations. We can be held liable for the corrupt or other illegal activities of our employees, agents, CROs, contractors and other collaborators and partners, even if we do not explicitly authorize or have actual knowledge of such activities, and any training or compliance programs or other initiatives we undertake to prevent such activities may not be effective.

Any violations of the laws and regulations described above may result in substantial civil and criminal fines and penalties, imprisonment, the loss of export or import privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm and other consequences.

Furthermore, U.S. export control laws and economic sanctions prohibit the provision of certain products and services to countries, governments, and persons targeted by U.S. sanctions. U.S. sanctions that have been or may be imposed may impact our ability to continue activities at future clinical trial sites within regions covered by such sanctions. If we fail to comply with export and import regulations and such economic sanctions, penalties could be imposed, including fines and/or denial of certain export privileges. These export and import controls and economic sanctions could also adversely affect our supply chain.

We and any of our third-party manufacturers or suppliers may use potent chemical agents and hazardous materials, and any claims relating to improper handling, storage, or disposal of these materials could be time-consuming or costly.

We and any of our third-party manufacturers or suppliers and our current or any future collaborators may use biological materials, potent chemical agents, and hazardous materials, including chemicals and biological agents and compounds that could be dangerous to human health and safety of the environment. Our operations and the operations of our third-party manufacturers and suppliers also produce hazardous waste products. Federal, state and local laws and regulations govern the use, generation, manufacture, storage, handling and disposal of these materials and wastes. Compliance with applicable environmental laws and regulations may be expensive, and current or future environmental laws and regulations may impair our product development efforts. In addition, neither we or our third-party manufacturers and suppliers can eliminate the risk of accidental injury or contamination from these materials or wastes. We do not carry specific biological or hazardous waste insurance coverage, and our property, casualty and general liability insurance policies specifically exclude coverage for damages and fines arising from biological or hazardous waste exposure or contamination. In the event of contamination or injury at our, our manufacturers' or our suppliers' sites, we could be held liable for damages or be penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory approvals could be suspended. Although we maintain workers' compensation insurance for certain costs and expenses we may incur due to injuries to our employees resulting from work-related injuries, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for toxic tort claims that may be asserted against us in connection with the storage or disposal of biologic, hazardous or radioactive materials.

In addition, we may incur substantial costs in order to comply with current or future environmental, health, and safety laws and regulations, which have tended to become more stringent over time. These current or future laws and regulations may impair our research, development or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions or liabilities, which could materially adversely affect our business, financial condition, results of operations and prospects.

Business disruptions could seriously harm our future revenue and financial condition and increase our costs and expenses.

Our operations and the operations of our manufacturers, suppliers, collaborators, CROs and clinical sites could be subject to earthquakes, power shortages, telecommunications or infrastructure failures, cybersecurity incidents, physical security breaches, water shortages, floods, hurricanes, typhoons, blizzards and other extreme weather conditions, fires, public health pandemics or epidemics (including, for example, the COVID-19 pandemic) and other natural or manmade disasters or business interruptions, for which we are predominantly self-insured. We rely on third-party manufacturers or suppliers to produce cretostimogene or any future product candidates and its components and on CROs and clinical sites to conduct our clinical trials, and do not have a redundant source of supply for all components of cretostimogene or any future product candidates. Our ability to obtain clinical or, if approved, commercial, supplies of cretostimogene or any future product candidates could be disrupted if the operations of these suppliers were affected by a man-made or natural disaster or other business interruption, and our ability to commence, conduct or complete our clinical trials in a timely manner could be similarly adversely affected by any of the foregoing. In addition, our corporate headquarters is located in Irvine, California near major earthquake faults and fire zones, and the ultimate impact on us of being located near major earthquake faults and fire zones and being consolidated in a certain geographical area is unknown. The occurrence of any of these business disruptions could seriously harm our operations and financial condition and increase our costs and expenses.

Unstable market and economic conditions and adverse developments with respect to financial institutions and associated liquidity risk may have serious adverse consequences on our business, financial condition and stock price.

From time to time, the global credit and financial markets have experienced extreme volatility and disruptions, including severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates and uncertainty about economic stability. The financial markets and the global economy may also be adversely affected by the current or anticipated impact of military conflict, including the conflicts between Russia and Ukraine, and in the Middle East, terrorism or other geopolitical events. Sanctions imposed by the United States and other countries in response to such conflicts, including the one in Ukraine, may also adversely impact the financial markets and the global economy, and any economic countermeasures by the affected countries or others could exacerbate market and economic instability. In addition, in 2023 the closures of financial institutions and their placement into receivership with the FDIC created bank-specific and broader financial institution liquidity risk and concerns. Future adverse developments with respect to specific financial institutions or the broader financial services industry may lead to market-wide liquidity shortages, impair the ability of companies to access near-term working capital needs, and create additional market and economic uncertainty. There can be no assurance that future credit and financial market instability and a deterioration in confidence in economic conditions will not occur. Our general business strategy may be adversely affected by any such economic downturn, liquidity shortages, volatile business environment or continued unpredictable and unstable market conditions. If the equity and credit markets deteriorate, or if adverse developments are experienced by financial institutions, it may cause short-term liquidity risk and also make any necessary debt or equity financing more difficult, more costly, more onerous with respect to financial and operating covenants and more dilutive. Failure to secure any necessary financing in a timely manner and on favorable terms could have a material adverse effect on our growth strategy, financial performance and stock price and could require us to delay, limit, reduce or abandon product development or future commercialization efforts or grant rights to develop and market our product candidates even if we would otherwise prefer to develop and market such product candidates ourselves. In addition, there is a risk that one or more of our current service providers, financial institutions, manufacturers and other partners may be adversely affected by the foregoing risks, which could directly affect our ability to attain our operating goals on schedule and on budget.

Changes in tax law may materially adversely affect our financial condition, results of operations and cash flows, or adversely impact the value of an investment in our common stock.

New income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time, or interpreted, changed, modified or applied adversely to us, any of which could adversely affect our business operations and financial performance.

If securities or industry analysts do not publish research or reports or publish unfavorable research or reports about our business, our stock price and trading volume could decline.

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us, our business, our market or our competitors. We do not currently have and may never obtain research coverage by securities and industry analysts. If no securities or industry analysts commence coverage of our company, the trading price for our stock would be negatively impacted. In the event we obtain securities or industry analyst coverage, if one or more of the analysts who covers us downgrades our stock, or if we fail to meet the expectations of one or more of these analysts, our stock price would likely decline. If one or more of these analysts ceases to cover us or fails to regularly publish reports on us, interest in our stock could decrease, which could cause our stock price or trading volume to decline.

If we fail to maintain proper and effective internal control 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.

Pursuant to Section 404 of Sarbanes-Oxley, our management will be required to report upon the effectiveness of our internal control over financial reporting beginning with the second annual report following the completion of this offering. When we lose our status as an "emerging growth company" and do not otherwise qualify as a "smaller reporting company" with less than $100.0 million in annual revenue, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting. The rules governing the standards that must be met for our management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. To comply with the requirements of being a reporting company under the Exchange Act, we may need to upgrade our information technology systems; implement additional financial and management controls, reporting systems and procedures; and hire additional accounting and finance staff. If we or, if required, our auditors are unable to conclude that our internal control over financial reporting is effective, investors may lose confidence in our financial reporting and the trading price of our common stock may decline.

We cannot assure you that there will not be material weaknesses or significant deficiencies in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness or significant deficiency in our internal control over financial reporting once that firm begins its Section 404 reviews, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by Nasdaq, the SEC or other regulatory authorities. 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 could be subject to securities class action litigation.

In the past, securities class action litigation has often been brought against a company following a decline in the market price of its securities. This risk is especially relevant for us because biotechnology and biopharmaceutical companies have experienced significant stock price volatility in recent years. If we face such litigation, even if ultimately decided in our favor, it could result in substantial costs and a diversion of our management's attention and resources, which could harm our business.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements about us and our industry. All statements other than statements of historical facts contained in this prospectus, including statements regarding our future results of operations and financial position, business strategy, research and development plans, the anticipated timing, costs, design and conduct of our ongoing and planned clinical trials and preclinical studies for cretostimogene and any future product candidates, the timing and likelihood of regulatory filings and approvals for cretostimogene and any future product candidates, our ability to commercialize cretostimogene and any future product candidates, if approved, the pricing and reimbursement of cretostimogene and any future product candidates, if approved, the potential to develop future product candidates, the potential benefits of strategic collaborations and potential to enter into any future strategic arrangements, the timing and likelihood of success, plans and objectives of management for future operations, and future results of anticipated product development efforts, are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that 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 terms such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “contemplates,” “believes,” “estimates,” “predicts,” “potential” or “continue” or the negative of these terms or other similar expressions. The forward-looking statements in this prospectus are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial and other trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this prospectus and are subject to a number of risks, uncertainties and assumptions described under the sections titled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere in this prospectus. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified and some of which are beyond our control, you should not rely on these forward-looking statements as predictions of future events. 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. Moreover, we operate in an evolving environment. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties. Except as required by applicable law, we undertake no obligation to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise. You should, however, review the factors and risks we describe in the reports we will file from time to time with the SEC after the date of this prospectus. See the section titled “Where You Can Find More Information.”

In addition, statements that “we believe” and similarly qualified 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 prospectus, 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 rely unduly upon them.

MARKET AND INDUSTRY DATA

We obtained the industry, market and competitive position data used throughout this prospectus from our own internal estimates and research, as well as from independent market research, industry and general publications and surveys, governmental agencies and publicly available information in addition to research, surveys and studies conducted by third parties. The content of these third-party sources, except to the extent specifically set forth in this prospectus, does not constitute a portion of this prospectus and is not incorporated herein. Internal estimates are derived from publicly available information released by industry analysts and third-party sources, our internal research and our industry experience, and are based on assumptions made by us based on such data and our knowledge of our industry and market, which we believe to be reasonable. In some cases, we do not expressly refer to the sources from which this data is derived. In that regard, when we refer to one or more sources of this type of data in any paragraph, you should assume that other data of this type appearing in the same paragraph is derived from the same sources, unless otherwise expressly stated or the context otherwise requires.

In addition, while we are responsible for all of the disclosure contained in this prospectus and we believe the industry, market and competitive position data included in this prospectus is reliable and based on reasonable assumptions, such data involve risks and uncertainties and are subject to change based on various factors, including those discussed in the sections titled "Risk Factors" and "Special Note Regarding Forward-Looking Statements." These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties or by us.

USE OF PROCEEDS

We estimate that the net proceeds to us from this offering will be approximately $ million (or approximately $ million if the underwriters exercise their over-allotment option in full), based on the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the net proceeds to us from this offering by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase or decrease of 1.0 million shares in the number of shares of common stock offered by us would increase or decrease, as applicable, the net proceeds to us from this offering, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, by approximately $ million, assuming the assumed initial public offering price stays the same. The information discussed above is illustrative only and will adjust based on the actual initial public offering price and other terms of this offering determined at pricing.

The principal purposes of this offering are to obtain additional capital to support our operations, to create a public market for our common stock and to facilitate our future access to the public equity markets. We currently intend to use approximately $ million of the net proceeds from this offering, together with our existing cash, cash equivalents and marketable securities, to fund the research and development of cretostimogene, including certain manufacturing activities, and the remainder, if any, for working capital and other general corporate purposes, including pre-commercial activities. We expect the net proceeds from this offering and our existing cash, cash equivalents and marketable securities will allow us to complete .

We may also use a portion of the remaining net proceeds and our existing cash, cash equivalents and marketable securities to in-license, acquire, or invest in complementary businesses, technologies, products or assets. However, we have no current commitments or obligations to do so.

We believe, based on our current operating plan, that the net proceeds from this offering, together with our existing cash, cash equivalents and marketable securities, will be sufficient to fund our operations for at least the next months from the date of this prospectus. We have based these estimates on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. Additionally, our expected use of existing cash, cash equivalents and marketable securities and our net proceeds from this offering represent our intentions based upon our current plans and business conditions, which could change in the future as our plans and business conditions evolve. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress and costs of our development activities, the status of and results from clinical trials, as well as the progress of any current or future collaborations that we may enter into with third parties for cretostimogene and any future product candidates, and the amount of cash used in our operations and any unforeseen cash needs as well as other factors described in the sections titled “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Special Note Regarding Forward-Looking Statements.” The net proceeds from this offering, together with our existing cash, cash equivalents, and marketable securities will not be sufficient to complete development in all potential indications of cretostimogene and any future product candidates, and after this offering, we will require substantial capital in order to advance cretostimogene and any future product candidates through clinical trials, regulatory approval and commercialization. Until such time, if ever, as we can generate substantial product revenue, we expect to finance our cash needs through equity offerings, debt financings, or other capital sources, including potential collaborations, licenses and other similar arrangements. However, we may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all.

Our management will have broad discretion in the application of the net proceeds from this offering, and investors will be relying on the judgment of our management regarding the application of those net proceeds. The timing and amount of our actual expenditures will be based on many factors, including the anticipated growth of our business. Pending the uses described above, we plan to invest the net proceeds in a variety of capital preservation instruments, including short-term, interest-bearing obligations, investment-grade instruments, certificates of deposit and direct or guaranteed obligations of the United States.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain future earnings, if any, to finance the operation of our business and do not anticipate paying any cash dividends on our capital stock in the foreseeable future. Any future determination related to our dividend policy will be made at the discretion of our board of directors after considering our financial condition, results of operations, current and anticipated capital requirements, business prospects and other factors our board of directors deems relevant, and subject to applicable laws and the restrictions contained in any future financing instruments.

CAPITALIZATION

The following table sets forth our cash, cash equivalents and marketable securities and capitalization as of September 30, 2023:

- on an actual basis;
- on a pro forma basis to reflect (i) the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 366,277,131 shares of our common stock and the related reclassification of the carrying value of the redeemable convertible preferred stock to permanent equity immediately prior to the closing of this offering, and (ii) the filing and effectiveness of our amended and restated certificate of incorporation immediately prior to the closing of this offering; and
- on a pro forma as adjusted basis to give further effect to our issuance and sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma and pro forma as adjusted information below is illustrative only, and our cash, cash equivalents and marketable securities and capitalization following the closing of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this information in conjunction with our financial statements and related notes included in this prospectus and the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other financial information contained in this prospectus.

	As of September 30, 2023		
	Actual	Pro Forma	Pro Forma As Adjusted[1]
	(in thousands, except par value and share data) (unaudited)		
Cash, cash equivalents and marketable securities	$	$	$
Redeemable convertible preferred stock, $0.0001 par value; 366,277,131 shares authorized, issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma, and pro forma as adjusted	$	$	$
Stockholders' (deficit) equity:			
Preferred stock, $0.0001 par value; no shares authorized, issued and outstanding, actual; shares authorized and no shares issued and outstanding, pro forma and pro forma as adjusted			
Common stock, $0.0001 par value; shares authorized, shares issued and outstanding, actual; shares authorized, shares issued and outstanding, pro forma; shares authorized, shares issued and shares outstanding, pro forma as adjusted			
Additional paid-in capital			
Accumulated deficit			
Total stockholders' (deficit) equity			
Total capitalization	$	$	$

(1) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the pro forma as adjusted amount of each

of our cash, cash equivalents and marketable securities, additional paid-in capital, total stockholders' (deficit) equity and total capitalization by approximately $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each increase or decrease of 1.0 million shares in the number of shares offered by us at the assumed initial public offering price of $ per share would increase or decrease, as applicable, the pro forma as adjusted amount of each of our cash, cash equivalents and marketable securities, additional paid-in capital, total stockholders' (deficit) equity and total capitalization by approximately $, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters' option to purchase additional shares is exercised in full, our pro forma as adjusted cash, cash equivalents and marketable securities, additional paid-in capital, total stockholders' (deficit) equity, and total capitalization as of September 30, 2023, would be $ million, $ million, $ million, and $ million, respectively.

The number of shares of our common stock issued and outstanding, pro forma and pro forma as adjusted, in the table above is based on shares of our common stock outstanding as of September 30, 2023, after giving effect to the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 366,277,131 shares of our common stock immediately prior to the closing of this offering, and excludes:

- shares of common stock issuable upon the exercise of stock options outstanding as of September 30, 2023, with a weighted-average exercise price of $ per share;
- shares of common stock issuable upon the exercise of stock options subsequent to September 30, 2023, with a weighted-average exercise price of $ per share;
- shares of common stock reserved for future issuance under the 2024 Plan, which will become effective in connection with this offering (which number includes shares of common stock reserved for issuance under the 2022 Plan as of September 30, 2023, which shares will be added to the 2024 Plan upon its effectiveness, but does not include any potential evergreen increases pursuant to the terms of the 2024 Plan); and
- shares of common stock reserved for future issuance under the ESPP, which will become effective in connection with this offering (which number does not include any potential evergreen increases pursuant to the terms of the ESPP).

DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately and substantially diluted to the extent of the difference between the initial public offering price per share and the pro forma as adjusted net tangible book value per share of our common stock immediately after this offering.

As of September 30, 2023, our historical net tangible book value (deficit) was $ million, or $ per share of our common stock, based on shares of common stock issued and outstanding as of such date. Our historical net tangible book value (deficit) per share represents total tangible assets less total liabilities and redeemable convertible preferred stock, which is not included within permanent equity, divided by the number of shares of common stock outstanding at September 30, 2023.

On a pro forma basis, after giving effect to the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 366,277,131 shares of our common stock and the related reclassification of the carrying value of the redeemable convertible preferred stock to permanent equity immediately prior to the closing of this offering, our pro forma net tangible book value (deficit) as of September 30, 2023 would have been approximately $ million, or approximately $ per share of our common stock.

After giving further effect to the sale and issuance of shares of our common stock in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of September 30, 2023 would have been approximately $ million, or approximately $ per share. This amount represents an immediate increase in pro forma net tangible book value of approximately $ per share to our existing stockholders and an immediate dilution in pro forma net tangible book value of approximately $ per share to new investors purchasing shares of common stock in this offering.

Dilution per share to new investors is determined by subtracting pro forma as adjusted net tangible book value per share after this offering from the initial public offering price per share paid by new investors. The following table illustrates this dilution (without giving effect to any exercise by the underwriters of their option to purchase additional shares):

Assumed initial public offering price per share		$
Historical net tangible book value (deficit) per share as of September 30, 2023	$	
Pro forma increase in historical net tangible book value per share as of September 30, 2023 attributable to the pro forma adjustments described above		
Pro forma net tangible book value per share as of September 30, 2023		
Increase in pro forma net tangible book value per share attributable to new investors participating in this offering		
Pro forma as adjusted net tangible book value per share after this offering.		
Dilution per share to new investors participating in this offering		$

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the pro forma as adjusted net tangible book value per share after this offering by approximately $ per share, and dilution in pro forma as adjusted net tangible book value per share to new investors by approximately $ per share, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and

commissions and the estimated offering expenses payable by us. Each increase or decrease of 1.0 million shares in the number of shares of common stock offered by us would increase or decrease, as applicable, our pro forma as adjusted net tangible book value per share after this offering by approximately $ per share and decrease or increase, as applicable, the dilution to investors participating in this offering by approximately $ per share, assuming that the assumed initial public offering price of $ per share remains the same, and after deducting the estimated underwriting discounts and commissions and the estimated offering expenses payable by us.

If the underwriters exercise their option to purchase additional shares of our common stock in full in this offering, the pro forma as adjusted net tangible book value after the offering would be approximately $ per share, the increase in pro forma as adjusted net tangible book value per share to existing stockholders would be approximately $ per share and the dilution per share to investors in this offering would be $ per share, in each case assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus.

The dilution information above is for illustration purposes only. Our pro forma as adjusted net tangible book value following the closing of this offering will depend on the actual initial public offering price and other terms of this offering determined at pricing.

The following table summarizes on the pro forma as adjusted basis described above, as of September 30, 2023, the differences between the number of shares purchased from us, the total consideration paid to us in cash and the weighted-average price per share paid by existing stockholders for shares issued prior to this offering and the price to be paid by new investors in this offering. The calculations below are based on an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, before deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares Purchased		Total Consideration		Weighted-Average Price Per Share
	Number	Percent	Amount	Percent	
			(in thousands)		
Existing stockholders before this offering		%	$	%	$
New investors participating in this offering		%	$	%	$
Total		100.0%	$	100.0%	

If the underwriters exercise their option to purchase additional shares of our common stock in full:

- the percentage of shares of common stock held by existing stockholders will decrease to approximately % of the total number of shares of our common stock outstanding after this offering; and
- the number of shares held by new investors participating in this offering will increase to , or approximately % of the total number of shares of our common stock outstanding after this offering.

The foregoing tables and calculations (other than the historical net tangible book value calculations) are based on shares of our common stock outstanding as of September 30, 2023, after giving effect to the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 366,277,131 shares of our common stock immediately prior to the closing of this offering, and excludes:

- shares of common stock issuable upon the exercise of outstanding stock options as of September 30, 2023, with a weighted-average exercise price of $ per share;
- shares of common stock issuable upon the exercise of stock options subsequent to September 30, 2023, with a weighted-average exercise price of $ per share;

- shares of common stock reserved for future issuance under the 2024 Plan which will become effective in connection with this offering (which number includes shares of common stock reserved for issuance under the 2022 Plan as of September 30, 2023, which shares will be added to the 2024 Plan upon its effectiveness but does not include any potential evergreen increases pursuant to the terms of the 2024 Plan); and
- shares of common stock reserved for future issuance under the ESPP, which will become effective in connection with this offering (which number does not include any potential evergreen increases pursuant to the terms of the ESPP).

To the extent any outstanding options are exercised, new options or other equity awards are issued under our equity incentive plans, or we issue additional equity or convertible securities in the future, there will be further dilution to new investors participating in this offering.

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 together with our financial statements and the related notes included elsewhere in this prospectus. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business and related financing, and includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the section titled "Risk Factors" our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis. See also the section titled "Special Note Regarding Forward-Looking Statements."

Overview

We are a late-stage clinical biopharmaceutical company focused on developing and commercializing a potential backbone bladder-sparing therapeutic for patients afflicted with bladder cancer. Our product candidate, cretostimogene, is initially in clinical development for the treatment of patients with high-risk NMIBC who are unresponsive to BCG therapy, the current standard-of-care for high-risk NMIBC. There is significant unmet need for treatments in these patients given the limitations of currently approved therapies and patient reluctance to undergo radical cystectomy, or the complete removal of the bladder. We are evaluating the safety and efficacy of cretostimogene as monotherapy in BOND-003, our ongoing Phase 3 clinical trial in high-risk BCG-unresponsive NMIBC patients. We have completed enrollment for this trial and expect to report topline data by . If successful, we believe that this trial could serve as the basis for a BLA submission to the FDA. We are also evaluating the use of cretostimogene when administered to this same patient population in combination with FDA-approved pembrolizumab in CORE-001, our ongoing Phase 2 clinical trial. Moreover, we intend to assess the safety and efficacy of cretostimogene in treating a range of other bladder cancer indications as an alternative to BCG therapy and in patients who are not categorized as BCG-unresponsive. We intend to evaluate the safety and efficacy of cretostimogene in: (1) intermediate-risk NMIBC patients following TURBT in our PIVOT-006 Phase 3 clinical trial; and (2) high-risk NMIBC patients in our planned CORE-008 open-label multi-cohort Phase 2 clinical trial. We believe cretostimogene, if approved, has the potential to serve as first-line therapy, thereby alleviating the current need to prioritize treatment recipients and ration administration of BCG given its significant market shortage.

Since our inception in 2010, we have focused substantially all of our resources on organizing and staffing our company, business planning, raising capital, establishing and maintaining our intellectual property portfolio, conducting research, preclinical studies, and clinical trials, establishing arrangements with third parties for the manufacture of cretostimogene, and providing general and administrative support for these operations. We do not have any products approved for sale and have not generated any revenue from product sales.

We have incurred significant operating losses and negative cash flows from operations since our inception. Our net losses were $12.8 million and $35.4 million for the years ended December 31, 2021 and 2022, respectively. As of December 31, 2022, we had an accumulated deficit of $81.3 million. Substantially all of our net losses have resulted from costs incurred in connection with our research and development programs and, to a lesser extent, from general and administrative costs associated with our operations. We expect to continue to incur significant expenses and operating losses in the foreseeable future, and we anticipate these losses will increase substantially as we as we continue our development of, seek regulatory approval for, and potentially commercialize cretostimogene and potentially seek to discover and develop additional product candidates, utilize third parties to manufacture cretostimogene, hire additional personnel, expand and protect our intellectual property, and incur additional costs associated with being a public company. If we obtain regulatory approval for cretostimogene, we expect to incur significant expenses related to developing our commercialization capability to support product sales, marketing and distribution. Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased

expenses or when, or if, we will be able to achieve or maintain profitability. Even if we are able to generate product sales, we may not become profitable. If we do not become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and may be forced to reduce or terminate our operations.

To date, we have primarily funded our operations with proceeds from the sale of shares of our redeemable convertible preferred stock and previously outstanding term debt. Through December 31, 2022, we have received aggregate gross proceeds of approximately $202.9 million from the sale of shares of our redeemable convertible preferred stock. In addition, through December 31, 2022, we have recognized $24.8 million in research and collaboration revenue pursuant to our license and collaboration agreements. As of December 31, 2022, we had cash, cash equivalents and marketable securities of $143.5 million. In July 2023, we received net proceeds of $104.6 million from the sale of shares of our Series F redeemable convertible preferred stock. Our ability to generate any product revenue and, in particular, our ability to generate product revenue sufficient to achieve profitability, will depend on the successful development and eventual commercialization of cretostimogene and any future product candidates.

Based on our current operating plan, we estimate that our existing cash, cash equivalents and marketable securities as of the date of this prospectus, together with the estimated net proceeds from this offering, will be sufficient to fund our projected operating expenses and capital expenditure requirements through at least . However, we have based this estimate on assumptions that may prove to be wrong, and our operating plan may change as a result of many factors currently unknown to us. In addition, we could utilize our available capital resources sooner than we expect.

We will not generate revenue from product sales unless and until we successfully complete clinical development and obtain regulatory approval for cretostimogene or any future product candidates, which we expect will take a number of years and may never occur. As a result, we will need substantial additional funding in addition to the net proceeds from this offering to support our continuing operations and pursue our growth strategy. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through equity offerings, debt financings, or other capital sources, including current or potential future collaborations, licenses, and other similar arrangements. However, we may be unable to raise additional funds or enter into such other agreements or arrangements when needed on favorable terms, or at all. If we fail to raise capital or enter into such agreements or arrangements as, and when needed, we may delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves, or even cease operations.

We do not own or operate, and currently have no plans to establish, any manufacturing facilities. We rely, and expect to continue to rely, on third parties for the manufacture of cretostimogene for clinical testing, as well as for commercial manufacture if we obtain marketing approval. In addition, we rely on third parties to package, label, store, and distribute cretostimogene, and we intend to rely on third parties for our commercial products if marketing approval is obtained. We believe that this strategy allows us to maintain a more efficient infrastructure by eliminating the need for us to invest in our own manufacturing facilities, equipment, and personnel while also enabling us to focus our expertise and resources on the development of cretostimogene.

License and Collaboration Agreements

Below is a summary of the key terms for certain of our license and collaboration agreements. For a more detailed description of these agreements, see the section titled “Business—License and Collaboration Agreements.”

Lepu License Agreement

In March 2019, we entered into a development and license agreement (the Lepu License Agreement) with Lepu, under which we granted an exclusive license to Lepu to develop, manufacture and commercialize

cretostimogene and/or DDM to treat and/or prevent cancer in the Lepu Territory. Lepu paid to us a one-time upfront payment of $4.5 million, and Lepu is obligated to make regulatory milestone payments of up to $2.5 million and commercial milestone payments of up to $57.5 million. We are entitled to receive a high single-digit royalty on net sales of cretostimogene and/or DDM sold in the Lepu Territory, subject to a specified reduction. As of December 31, 2021 and 2022, no revenue was recorded related to the Lepu License Agreement.

Kissei License Agreement

In March 2020, and as amended September 2022, we entered into a license and collaboration agreement (the Kissei License Agreement) with Kissei, under which we granted to Kissei an exclusive license to certain intellectual property rights in Bangladesh, Bhutan, Brunei, Cambodia, India, Indonesia, Japan, South Korea, Laos, Malaysia, Myanmar, Nepal, Pakistan, Palau, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam (the Kissei Territory), for Kissei to develop and commercialize, but not manufacture, cretostimogene in combination with DDM (the Licensed Product) for all uses in oncology. Kissei paid to us a one-time upfront payment of $10.0 million under the agreement. Kissei is obligated to make development milestone payments of up to $33.0 million and commercial milestone payments of up to $67.0 million. We have also agreed to pay Kissei a royalty on net sales of Licensed Product outside the Kissei Territory and outside the Lepu Territory, including on any U.S. sales, in a low-single digit percentage, subject to certain capped reductions. We are entitled to receive a royalty on net sales of Licensed Product in the Kissei Territory in the mid-twenties percentage, subject to certain capped reductions and offset rights. We are obligated to supply and Kissei will exclusively purchase its clinical and commercial requirements of Licensed Product from us. During the year ended December 31, 2021, we recorded $10.0 million in milestone revenue and $0.4 million in development income related to the Kissei License Agreement. During the year ended December 31, 2022, we recorded $0.2 million in development income related to the Kissei License Agreement.

Components of Our Results of Operations

Revenue

Through December 31, 2022, we have recognized $24.8 million in research and collaboration revenue through our license and collaboration agreements. We have not generated any revenue from the sale of products, however, and do not expect to generate any revenue from the sale of products in the foreseeable future, if at all. If our or our collaborators' development efforts for cretostimogene and any future product candidates are successful and result in regulatory approval, we may generate revenue in the future from product sales, payments from existing or potential future collaboration or license agreements with third parties, or any combination thereof.

Operating Expenses

Our operating expenses consist of (i) research and development expenses and (ii) general and administrative expenses.

Research and Development Expenses

Research and development (R&D) expenses consist primarily of external and internal costs incurred in performing clinical and preclinical development activities.

Our R&D expenses consist of:

- external costs incurred under agreements with CROs, contract manufacturers, consultants and other third parties to conduct and support our clinical trials and preclinical studies; and
- internal costs, including R&D personnel-related expenses such as salaries, stock-based compensation and benefits, as well as allocated facilities costs and dues and subscriptions.

We expense R&D costs as incurred. We currently only have one product candidate, cretostimogene. Therefore, since our inception, substantially all of our R&D costs were related to the development of cretostimogene.

Although R&D activities are central to our business model, the successful development of cretostimogene and any future product candidates is highly uncertain. There are numerous factors associated with the successful development of any product candidate such as cretostimogene, including future trial design and various regulatory requirements, many of which cannot be determined with accuracy at this time based on our stage of development. In addition, future regulatory factors beyond our control may impact our clinical development programs. Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. As a result, we expect our R&D expenses will increase substantially in connection with our ongoing and planned clinical and preclinical development activities in the near term and in the future. At this time, we cannot accurately estimate or know the nature, timing and costs of the efforts that will be necessary to complete the preclinical and clinical development of cretostimogene and any future product candidates. Our future R&D expenses may vary significantly based on a wide variety of factors such as:

- the number and scope, rate of progress, expense and results of our clinical trials and preclinical studies of cretostimogene and any future product candidates we may choose to pursue, including any modifications to clinical development plans based on feedback that we may receive from regulatory authorities;
- per patient trial costs;
- the number of trials required for approval;
- the number of sites included in the trials;
- the countries in which the trials are conducted;
- the length of time required to enroll eligible patients;
- the number of patients that participate in the trials;
- the number of doses that patients receive;
- the drop-out or discontinuation rates of patients;
- the potential additional safety monitoring requested by regulatory agencies;
- the duration of patient participation in the trials and follow-up;
- the cost and timing of manufacturing cretostimogene and any future product candidates;
- the costs, if any, of obtaining third-party drugs for use in our combination trials;
- the extent of changes in government regulation and regulatory guidance;
- the efficacy and safety profile of cretostimogene and any future product candidates;
- the timing, receipt, and terms of any approvals from applicable regulatory authorities; and
- the extent to which we establish additional collaboration, license, or other arrangements.

A change in the outcome of any of these variables with respect to the development of cretostimogene or any future product candidates could significantly change the costs and timing associated with the development of that product candidate. We may never succeed in obtaining regulatory approval for any product candidate.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel-related expenses such as salaries, stock-based compensation and benefits, for our personnel in executive, legal, finance and accounting, human resources

and other administrative functions. General and administrative expenses also include legal fees relating to patent and corporate matters and professional fees paid for accounting, auditing, consulting and tax services, as well as facilities-related costs not otherwise included in R&D expenses and other costs such as insurance costs and travel expenses.

We anticipate our general and administrative expenses will increase substantially in the future as we expand our operations, including increasing our headcount to support our continued R&D activities and preparing for potential commercialization of cretostimogene. We also anticipate we will incur increased accounting, audit, legal, regulatory, compliance, director and officer insurance, and investor and public relations expenses associated with operating as a public company.

Other (Expense) Income, Net

Interest Expense, Net

Interest expense, net, consists of interest expense related to our previously outstanding term loan debt and interest income related to interest earned on our invested cash and cash equivalents and marketable securities balances. We expect our interest income will increase as we invest the cash received from the net proceeds from this offering.

Other (Expense) Income

Other (expense) income consists of miscellaneous items, such as the amortization of debt related costs and other items not related to our core operations.

Results of Operations

Comparison of the Years Ended December 31, 2021 and 2022

The following table summarizes our results of operations for the years ended December 31, 2021 and 2022 (in thousands):

	Year Ended December 31,		
	2021	2022	Change
Revenue:			
Research and collaboration revenue	$ 10,358	$ 191	$ (10,167)
Operating expenses:			
Research and development	18,319	29,029	(10,710)
General and administrative	4,645	6,408	(1,763)
Total operating expenses	22,964	35,437	(12,473)
Loss from operations	(12,606)	(35,246)	(22,640)
Other (expense) income, net:			
Interest expense, net	(451)	(1)	450
Other (expense) income	218	(196)	(414)
Total other (expense) income, net	(233)	(197)	36
Net loss and comprehensive loss	$ (12,839)	$ (35,443)	$ (22,604)

Research and Collaboration Revenue

Research and collaboration revenue was $10.4 million for the year ended December 31, 2021 compared to $0.2 million for the year ended December 31, 2022. The decrease of $10.2 million was due to a decrease in

revenue generated through our license and collaboration agreements. During the year ended December 31, 2021, we recorded $10.0 million in milestone revenue and $0.4 million in development income related to the Kissei License Agreement. During the year ended December 31, 2022, we recorded $0.2 million in development income related to the Kissei License Agreement.

Research and Development Expenses

The following table summarizes our R&D expenses for the years ended December 31, 2021 and 2022 (in thousands):

	Year Ended December 31,		
	2021	2022	Change
External clinical trial expenses	$ 12,421	$ 19,314	$ 6,893
Personnel-related expenses	5,520	8,966	3,446
Facilities-related fees and other expenses	378	749	371
Total research and development expenses	$ 18,319	$ 29,029	$ 10,710

R&D expenses were $18.3 million for the year ended December 31, 2021 compared to $29.0 million for the year ended December 31, 2022. The increase of $10.7 million in R&D expenses for the year ended December 31, 2022 was primarily due to an increase of $6.9 million in clinical trial expenses related to higher CRO fees as patient enrollment increased and higher CMC and consultant and other third party expenses, an increase of $3.4 million in personnel-related expenses due to increased headcount for R&D, and higher facilities-related, fees and other related costs of $0.4 million.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for the years ended December 31, 2021 and 2022 (in thousands):

	Year Ended December 31,		
	2021	2022	Change
Personnel-related expenses	$ 2,179	$ 3,310	$ 1,131
Professional and consultant fees	2,065	2,478	413
Facilities-related and other costs	401	620	219
Total general and administrative expenses	$ 4,645	$ 6,408	$ 1,763

General and administrative expenses were $4.6 million for the year ended December 31, 2021 compared to $6.4 million for the year ended December 31, 2022. The increase of $1.8 million in general and administrative expenses for the year ended December 31, 2022 was primarily due to an increase in personnel-related expenses of $1.2 million due to increased headcount, increased professional consulting fees related to legal fees, accounting and consulting fees of $0.4 million and higher facilities-related, fees and dues and subscriptions costs of $0.2 million.

Other (Expense) Income, Net

Other (expense) income, net, for the years ended December 31, 2021 and 2022 was a net expense of $0.2 million for each year. For the year ended December 31, 2021, interest expense, net of $0.4 million, consisted primarily of interest expense and debt fee amortization. Other income (expense), net of $0.2 million consisted of income related to the loan forgiveness under the Paycheck Protection Program of $0.4 million offset by success fee expense of $0.2 million. For the year ended December 31, 2022, interest expense, net and other (expense) income, net consisted of term loan interest expense, the final payment accretion and related amortization of $1.8 million, offset by interest income of $1.6 million related to marketable securities balances during the year.

Liquidity and Capital Resources

Sources of Liquidity

Since our inception, we have not generated any revenue from product sales and have incurred significant operating losses and negative cash flows from operations. We expect to incur significant expenses and operating losses in the foreseeable future as we advance the clinical development of cretostimogene and any future product candidates. To date, we have primarily funded our operations with proceeds from the sale of shares of our redeemable convertible preferred stock, and previously outstanding term debt. Through December 31, 2022, we have received aggregate gross proceeds of $202.9 million from the sale of shares of our redeemable convertible preferred stock. In addition, through December 31, 2022, we have recognized $24.8 million in research and collaboration revenue through our license and collaboration agreements. As of December 31, 2021 and 2022, we had cash, cash equivalents and marketable securities of $53.6 million and $143.5 million, respectively. In July 2023, we received net proceeds of $104.6 million from the sale of shares of our Series F redeemable convertible preferred stock.

In January 2021, we entered into a loan agreement with Silicon Valley Bank for a term loan in three tranches. As of December 31, 2022, we had drawn down $15.0 million in aggregate principal amount under the loan agreement. On May 12, 2023, we repaid all outstanding principal and accrued and unpaid interest under the loan agreement. See Notes 11 and 14 to our financial statements included elsewhere in this prospectus for additional information.

Future Funding Requirements

We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we continue our development of, seek regulatory approval for, and potentially commercialize cretostimogene and potentially seek to discover and develop additional product candidates, conduct our ongoing and planned clinical trials and preclinical studies, continue our R&D activities, utilize third parties to manufacture cretostimogene, hire additional personnel, expand and protect our intellectual property, and incur additional costs associated with being a public company.

Cash used to fund operating expenses is impacted by the timing of when we pay these expenses, as reflected in the change in our outstanding accounts payable, accrued expenses, and prepaid expenses. The timing and amount of our funding requirements will depend on many factors, including:

- the initiation, type, number, scope, progress, expansions, results, costs and timing of clinical trials and preclinical studies of cretostimogene and any future product candidates we may choose to pursue, including the costs of modification to clinical development plans based on feedback that we may receive from regulatory authorities and any third-party products used as combination agents in our clinical trials
- the costs, timing and outcome of regulatory meetings and reviews of cretostimogene or any future product candidates, including requirements of regulatory authorities in any additional jurisdictions in which we may seek approval for cretostimogene and any future product candidates;
- the costs of obtaining, maintaining, enforcing and protecting our patents and other intellectual property and proprietary rights;
- our efforts to enhance operational systems and hire additional personnel to satisfy our obligations as a public company, including enhanced internal control over financial reporting;
- the costs associated with hiring additional personnel and consultants as our business grows, including additional executive officers and clinical development, regulatory, CMC quality and commercial personnel;
- the timing and payment of milestone, royalty or other payments we must make pursuant to our existing and potential future license or collaboration agreements with third parties;

- the costs and timing of establishing or securing sales and marketing capabilities if cretostimogene or any future product candidate is approved;
- our ability to achieve sufficient market acceptance, coverage, and adequate reimbursement from third-party payors and adequate market share and revenue for any approved products;
- our ability and strategic decision to develop future product candidates other than cretostimogene, and the timing of such development, if any;
- patients' willingness to pay out-of-pocket for any approved products in the absence of coverage and/or adequate reimbursement from third-party payors;
- the terms and timing of establishing and maintaining collaborations, licenses and other similar arrangements; and
- costs associated with any products or technologies that we may in-license or acquire.

Based upon our current operating plan, we estimate that our existing cash, cash equivalents and marketable securities as of the date of this prospectus, together with the estimated net proceeds from this offering, will be sufficient to fund our projected operating expenses and capital expenditure requirements through at least . However, we have based this estimate on assumptions that may prove to be wrong, and our operating plan may change as a result of many factors currently unknown to us. In addition, we could utilize our available capital resources sooner than we expect.

We have no other committed sources of capital. Until such time, if ever, we can generate substantial product revenue, we expect to finance our operations through equity offerings, debt financings, or other capital sources, including current or potential future collaborations, licenses, and other similar arrangements. However, we may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. To the extent we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making acquisitions, engaging in acquisition, merger or collaboration transactions, selling or licensing our assets, making capital expenditures, redeeming our stock, making certain investments or declaring dividends. If we raise additional funds through collaborations or license agreements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates, or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves, or even cease operations.

Material Cash Requirements for Known Contractual and Other Obligations

Leases

We have entered into various non-cancelable operating leases for our corporate office. The leases have varying terms expiring between 2023 and 2025. See Note 5 to our financial statements included elsewhere in this prospectus for additional details.

Research and Development Costs

We are continuing to invest in our cretostimogene clinical trials and have entered into contractual obligations with each clinical trial site. Each contract shall continue until the completion of the trial at that site. Our clinical trial costs are dependent on, among other things, the size, number and length of our clinical trials.

Other Capital Requirements and Additional Royalty Obligations.

We enter into agreements in the normal course of business with various vendors, which are generally cancellable upon notice. Payments due upon cancellation typically consist only of payments for services provided or expenses incurred, including non-cancellable obligations of service providers, up to the date of cancellation.

In addition to our obligation to make potential royalty payments under the Kissei License Agreement discussed above, we are also obligated to pay royalties and milestone payments to the initial supplier of a certain cell line we use to manufacture cretostimogene, in an amount less than 1% on the net sales of cretostimogene, worldwide. These royalty obligations last for as long as we use the certain cell line to manufacture cretostimogene. The timing of when our royalty payments will actually be made is uncertain as the payments are contingent upon future activities, including the successful development, regulatory approval and commercialization of cretostimogene.

Cash Flows

The following table provides information regarding our cash flows for the years ended December 31, 2021 and 2022 (in thousands):

	Year Ended December 31,	
	2021	2022
Net cash used in operating activities	$ (13,654)	$ (29,804)
Net cash used in investing activities	(97)	(55,352)
Net cash provided by financing activities	15,446	119,692
Net increase in cash, cash equivalents and restricted cash	$ 1,695	$ 34,536

Operating Activities

During the year ended December 31, 2021, operating activities used $13.7 million of cash, primarily resulting from our net loss of $12.8 million and net cash provided by changes in our operating assets and liabilities of $2.0 million, partially offset by non-cash charges of $1.1 million, including stock-based compensation expense and amortization associated with the term loan final fees.

During the year ended December 31, 2022, operating activities used $29.8 million of cash, primarily resulting from our net loss of $35.4 million, partially offset by non-cash charges of $1.2 million, including stock-based compensation expense and amortization associated with the term loan final fees and mark to market success fee and net cash used in changes in our operating assets and liabilities of $4.4 million.

Investing Activities

During the year ended December 31, 2021, net cash used in investing activities was $0.1 million, due to purchases of property and equipment.

During the year ended December 31, 2022, net cash used in investing activities was $55.4 million, primarily due to purchases of marketable securities.

Financing Activities

During the year ended December 31, 2021, net cash provided by financing activities was $15.4 million, consisting primarily of net proceeds from term loan debt, proceeds from the PPP loan and proceeds from the exercise of common stock options.

During the year ended December 31, 2022, net cash used in financing activities was $119.7 million, consisting of net proceeds from the issuance of Series E redeemable convertible preferred stock and proceeds from the exercise of common stock options.

Critical Accounting Policies and Significant Judgments and Estimates

Our financial statements are prepared in accordance with generally accepted accounting principles in the United States. The preparation of our financial statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, costs and expenses, and the disclosure of contingent assets and liabilities in our financial statements. We base our estimates on historical experience, known trends and events, and various other factors we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in Note 2 to our financial statements included elsewhere in this prospectus, we believe the following accounting policies are those most critical to the judgments and estimates used in the preparation of our financial statements.

R&D Expenses and Related Prepaid and Accrued Expenses

As part of the process of preparing our financial statements, we are required to estimate our R&D expenses as of each balance sheet date. This process involves reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf, and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of the actual cost. We make estimates of our R&D expenses as of each balance sheet date based on facts and circumstances known to us at that time. The significant estimates in our R&D expenses include the costs incurred for services performed by our vendors in connection with services for which we have not yet been invoiced. We base our expenses related to R&D activities on our estimates of the services received and efforts expended pursuant to quotes and contracts with vendors that conduct R&D on our behalf. The financial terms of these agreements are subject to negotiation, vary from contract to contract, and may result in uneven payment flows.

There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the R&D expense. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or prepaid expense accordingly. Advance payments for goods and services that will be used in future R&D activities are expensed when the activity has been performed or when the goods have been received rather than when the payment is made.

Although we do not expect our estimates to be materially different from amounts actually incurred, if our estimates of the status and timing of services performed differ from the actual status and timing of services performed, it could result in us reporting amounts that are too high or too low in any particular period. To date, there have been no material differences between our estimates of such expenses and the amounts actually incurred.

Stock-Based Compensation

We periodically grant equity-based payment awards in the form of stock options to employees, directors and non-employees and record stock-based compensation expenses for awards of stock-based payments based on their estimated fair value at the grant date. We recognize stock-based compensation expense for all equity-based

payments, including stock options. Stock-based compensation costs are calculated based on the estimated fair value of the underlying option using the Black-Scholes option pricing model on the date of grant for stock options and recognized as expense in the accompanying statement of operations and comprehensive loss on a straight-line basis over the requisite service period, which is the vesting period. This model requires the use of highly subjective assumptions to determine the appropriate fair value of each equity-based payment award, including:

- *Fair Value of Common Stock*. See the subsection titled "—Determination of Fair Value of Our Common Stock" below.
- *Expected Volatility*. Since we are not yet a public company and do not have any trading history for our common stock, the expected volatility was estimated based on the historical volatilities of common stock of comparable publicly traded companies, for a look-back period commensurate with the expected term of the stock options. The comparable companies were chosen based on their size, stage of their life cycle or area of specialty. We will continue to apply this process until enough historical information regarding the volatility of our stock price becomes available.
- *Risk-Free Interest Rate*. The risk-free interest rate used is based on the published U.S. Department of Treasury interest rates in effect at the time of stock option grant for zero coupon U.S. Treasury notes with maturities approximating each grant's expected term.
- *Expected Dividend Yield*. The expected dividend yield is zero as we have not paid dividends and do not anticipate paying a cash dividend in the foreseeable future.
- *Expected Term*. The expected term for options granted is calculated using the simplified method and represents the average time that options are expected to be outstanding based on the mid-point between the vesting date and the end of the contractual term of the award.

See Note 9 to our financial statements included elsewhere in this prospectus for information concerning certain of the specific assumptions we used in applying the Black-Scholes option pricing model to determine the estimated fair value of our stock options granted in the periods presented.

We recognize forfeitures related to stock-based compensation awards as they occur.

We classify stock-based compensation expense in the statement of operations in the same manner in which the award recipients' payroll costs are classified or in which the award recipients' service payments are classified. We expect to continue to grant equity-based awards in the future, and to the extent that we do, our stock-based compensation expense recognized in future periods will likely increase.

As of , 2023, there was $ million of total unrecognized stock-based compensation expense related to our granted options, which we expect to recognize over a remaining weighted-average period of years. The intrinsic value of all outstanding options as of , 2023 was $ million based on the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, of which approximately $ was related to vested options and approximately $ was related to unvested options.

Determination of Fair Value of Our Common Stock

Given the absence of a public trading market to date, the fair value of our common stock has been determined by our board of directors at the time of each option grant, with input from management, considering contemporaneous independent third-party valuations of common stock, and our board of directors' assessment of additional objective and subjective factors that it believed were relevant and which may have changed from the date of the most recent valuation through the date of the grant, including: the prices at which we sold shares of our redeemable convertible preferred stock to outside investors in arms-length transactions, and the superior

rights, preferences, and privileges of the redeemable convertible preferred stock relative to the common stock at the time of each grant; the progress of our company's R&D programs, including their stages of development, and our company's business strategy; operating and financial performance; the lack of liquidity of the common stock and trends in the broader economy and biotechnology industry also impact the determination of the fair value of the common stock; the likelihood of achieving a liquidity event for our company's securityholders, such as an initial public offering or a sale of the company, taking into consideration prevailing market conditions; the hiring of key personnel and the experience of management; and the analysis of initial public offerings and the market performance of peer companies in the biopharmaceutical industry, as well as completed mergers and acquisitions of public peer companies.

These independent third-party valuations were performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants' Auditing and Valuation Guide, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation* (the Guide). The methodology to determine the fair value of our common stock included estimating the fair value of the enterprise using a market approach, which estimates the fair value of a company by including an estimation of the value of the business based on guideline public companies under a number of different scenarios. The Practice Aid identifies various available methods for allocating enterprise value across classes and series of capital stock to determine the estimated fair value of common stock at each valuation date.

In accordance with the Guide, we considered the following methods:

- *Current Value Method*. Under the current value method, once the fair value of the enterprise is established, the value is allocated to the various series of preferred and common stock based on their respective seniority, liquidation preferences or conversion values, whichever is greatest.
- *Option Pricing Method (OPM)*. Under the OPM, shares are valued by creating a series of call options with exercise prices based on the liquidation preferences and conversion terms of each equity class. The estimated fair values of the redeemable convertible preferred stock and common stock are inferred by analyzing these options. This method is appropriate to use when the range of possible future outcomes is so difficult to predict that estimates would be highly speculative, and dissolution or liquidation is not imminent.
- *Probability-Weighted Expected Return Method (PWERM)*. The PWERM is a scenario-based analysis that estimates value per share based on the probability-weighted present value of expected future investment returns, considering each of the possible outcomes available to us, as well as the economic and control rights of each share class.

Based on our early stage of development, the difficulty in predicting the range of specific outcomes (and their likelihood), and other relevant factors, a hybrid method computing the probability-weighted value across two scenarios: the Current Value Method scenario and the OPM scenario, was considered most appropriate for valuations prior to April 2023. For options granted after April 30, 2023, a hybrid method between the PWERM and OPM was used, where the equity value was probability-weighted across multiple scenarios but using the OPM to estimate the allocation of value within one or more of those scenarios, and in certain cases taking into account secondary sale transactions. This method was determined to be the most appropriate valuation methodology based on our stage of development and other relevant factors. In determining the estimated fair value of our common stock, our board of directors also considered the fact that our stockholders could not freely trade our common stock in the public markets. Accordingly, we applied discounts to reflect the lack of marketability of our common stock based on the weighted-average expected time to liquidity.

There are significant judgments and estimates inherent in the determination of the fair value of our common stock. These judgments and estimates include assumptions regarding our future operating performance, the time to complete an initial public offering or other liquidity event, and the determination of the appropriate valuation methods.

Once a public trading market for our common stock has been established in connection with the completion of this offering, it will no longer be necessary for our board of directors to estimate the fair value of our common stock in connection with our accounting for granted stock options or for any other such awards we may grant, as the fair value of our common stock will be determined based on the closing price of our common stock as reported on the date of grant on the primary stock exchange on which our common stock is traded.

Off-Balance Sheet Arrangements

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

Recently Issued Accounting Standards

A description of recently issued accounting standards that may potentially impact our financial position, cash flows, and results of operations is included in Note 2 to our financial statements included elsewhere in this prospectus.

Emerging Growth Company Status and Smaller Reporting Company Status

We are an emerging growth company, as defined in the JOBS Act. The JOBS Act permits an emerging growth company such as us to take advantage of an extended transition period to comply with new or revised accounting standards. We have elected to avail ourselves of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, we can adopt the new or revised standard at the time private companies adopt the new or revised standard and may do so until such time that we either (i) irrevocably elect to opt out of such extended transition period or (ii) no longer qualify as an emerging growth company. We may choose to early adopt any new or revised accounting standards whenever such early adoption is permitted for private companies. We will continue to remain an emerging growth company until the earliest of the following: (1) the last day of the fiscal year following the fifth anniversary of the date of the completion of this offering; (2) the last day of the fiscal year in which our total annual gross revenue is equal to or more than $1.235 billion; (3) the date on which we have issued more than $1.0 billion in nonconvertible debt during the previous three years; or (4) the date on which we are deemed to be a large accelerated filer under the rules of the SEC.

We are also a smaller reporting company as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies and will be able to take advantage of these scaled disclosures for so long as our voting and non-voting common stock held by non-affiliates is less than $250.0 million measured on the last business day of our second fiscal quarter, or our annual revenue is less than $100.0 million during the most recently completed fiscal year and our voting and non-voting common stock held by non-affiliates is less than $700.0 million measured on the last business day of our second fiscal quarter.

Quantitative and Qualitative Disclosures about Market Risks

Interest Rate Risk

Our cash, cash equivalents, and marketable securities consist of cash held in readily available checking and money market accounts, as well as short-term debt securities. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates. However, because of the short-term nature of the instruments in our portfolio, a sudden change in market interest rates would not be expected to have a material impact on our financial condition or results of operations.

Under our investment policy, we invest in highly rated securities, issued by the U.S. government or liquid money market funds. We do not invest in financial instruments for trading or speculative purposes, nor do we use

leveraged financial instruments. We do not believe a hypothetical 10% increase or decrease in interest rates during any of the periods presented would have had a material impact on our financial statements included elsewhere in this prospectus.

Foreign Currency Exchange Risk

We are not currently exposed to significant market risk related to changes in foreign currency exchange rates. As we continue to develop our business, our results of operations and cash flows will likely be more affected by fluctuations in foreign currency exchange rates, including the Euro and other currencies, which could adversely affect our results of operations. All of our employees and operations are currently located in the United States and our expenses are generally denominated in U.S. dollar. To date, we have not entered into any foreign currency hedging contracts to mitigate our exposure to foreign currency exchange risk. We do not believe that a hypothetical 10% increase or decrease in exchange rates during any of the periods presented would have had a material impact on our financial statements included elsewhere in this prospectus.

Effects of Inflation

Inflation could affect us by increasing our cost of labor and R&D costs. We do not believe inflation has had a material effect on our business, financial condition or results of operations, or on our financial statements included elsewhere in this prospectus.

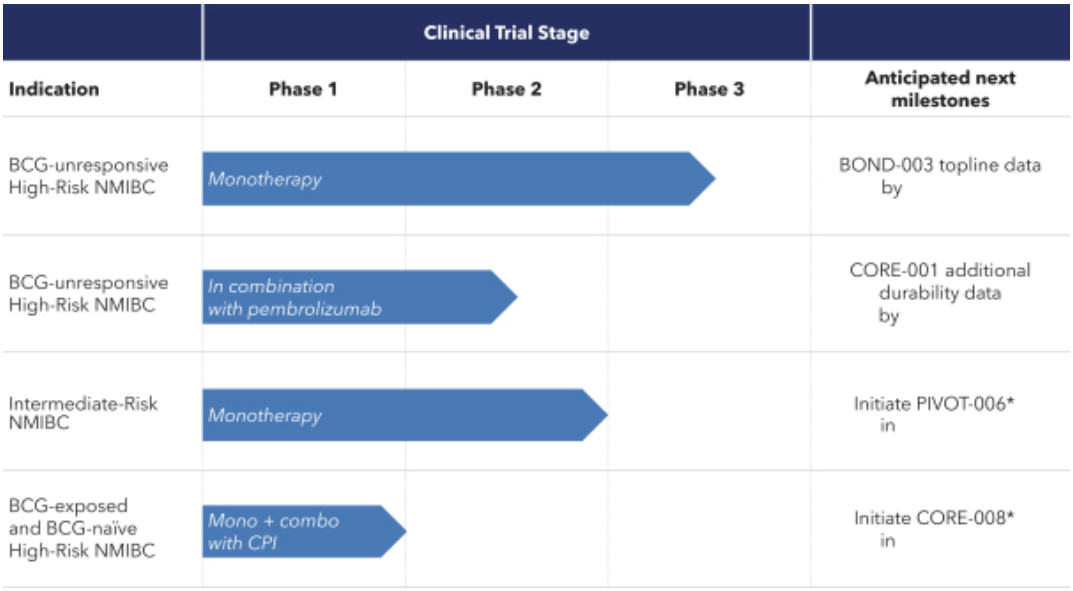
BUSINESS

Overview

We are a late-stage clinical biopharmaceutical company focused on developing and commercializing a potential backbone bladder-sparing therapeutic for patients afflicted with bladder cancer. Our product candidate, cretostimogene, is initially in clinical development for the treatment of patients with high-risk Non-Muscle Invasive Bladder Cancer (NMIBC) who are unresponsive to Bacillus Calmette Guerin (BCG) therapy, the current standard-of-care for high-risk NMIBC. There is significant unmet need for treatments in these patients given the limitations of currently approved therapies and patient reluctance to undergo radical cystectomy, or the complete removal of the bladder. We are evaluating the safety and efficacy of cretostimogene as monotherapy in BOND-003, our ongoing Phase 3 clinical trial in high-risk BCG-unresponsive NMIBC patients. We have completed enrollment for this trial and expect to report topline data by . If successful, we believe that this trial could serve as the basis for a Biologics License Application (BLA) submission to the U.S. Food and Drug Administration (FDA). We are also evaluating the use of cretostimogene when administered to this same patient population in combination with FDA-approved pembrolizumab in CORE-001, our ongoing Phase 2 clinical trial. Moreover, we intend to assess the safety and efficacy of cretostimogene in treating a range of other bladder cancer indications as an alternative to BCG therapy and in patients who are not categorized as BCG-unresponsive, including our second Phase 3 clinical trial, PIVOT-006, evaluating adjuvant cretostimogene in intermediate-risk NMIBC patients following transurethral resection of the bladder tumor (TURBT). We believe cretostimogene, if approved, has the potential to serve as first-line therapy, thereby alleviating the current need to prioritize treatment recipients and ration administration of BCG given its significant market shortage.

Cretostimogene has shown clinical benefit and has been generally well-tolerated as both a monotherapy and in combination with other therapies in clinical trials to date. In BOND-002, our completed open-label Phase 2 clinical trial which evaluated the use of cretostimogene as monotherapy to treat patients with high-risk NMIBC who had failed BCG therapy with a specific high-risk bladder cancer profile designated as carcinoma *in situ* (CIS), 65% of the 46 patients with CIS-containing NMIBC achieved a complete response (CR), meaning no detectable tumor lesions, at any time after the administration of cretostimogene. The duration of response (DOR) was also notable, with 44% and 28% of patients maintaining a CR at six months and 12 months, respectively. Cretostimogene was generally well-tolerated in this trial, with two Grade 3 (dysuria and hypotension) and no Grade 4 or 5 treatment-related adverse effects (TRAEs) observed or patient discontinuations due to TRAEs. We have also observed encouraging interim results in our ongoing open-label Phase 2 CORE-001 clinical trial of cretostimogene in combination with pembrolizumab in high-risk BCG-unresponsive NMIBC patients. In this trial, 29 of the 34 (85%) patients evaluable as of the March 3, 2023 data cutoff achieved a CR after an initial induction course of therapy, with 82% (n=27/33) of patients maintaining a CR at six months, and 68% (n=17/25) of patients maintaining a CR at 12 months. Cretostimogene was generally well-tolerated in this trial as of the January 31, 2023 safety data cutoff, with one TRAE leading to a patient discontinuation of pembrolizumab. We intend to evaluate cretostimogene for use in a variety of bladder cancer treatment settings, as shown in our pipeline below.

Our Cretostimogene Pipeline



* Planned clinical trials to be conducted under existing Investigational New Drug application (IND) previously cleared by the FDA.

Our Strengths

We believe our product candidate is differentiated by several strengths that support our vision of cretostimogene as a potential backbone therapy in bladder cancer, including:

- Demonstrated monotherapy clinical utility and durability of response, with a 65% CR at any time, in addition to 44% and 28% CR at six months and 12 months, respectively, in our completed Phase 2 BOND-002 cretostimogene monotherapy trial.
- Observed tolerability, with two Grade 3 TRAEs and no Grade 4 or 5 TRAEs or patient discontinuations due to TRAEs in our completed BOND-002 cretostimogene monotherapy trial.
- Cretostimogene is administered intravesically and uses a similar route of administration as standard-of-care BCG therapy which urology practices perform regularly. This is unlike some treatment procedures that require a urologist to perform a cystoscopic examination that involves local anesthesia.
- The potential for deploying cretostimogene in combination with other therapies due to its observed tolerability and novel mechanism of action, supported by 85% of patients having shown a CR at any time in our ongoing Phase 2 CORE-001 clinical trial of cretostimogene in combination with the checkpoint inhibitor (CPI) pembrolizumab as of March 3, 2023.
- Cretostimogene's potential broad applicability across bladder cancer indications, beginning with high-risk BCG-unresponsive NMIBC, and expanding into intermediate-risk and BCG-exposed and BCG-naïve high-risk NMIBC, with potential incremental opportunity in muscle invasive bladder cancer (MIBC).

Bladder Cancer Overview

Bladder cancer is a heterogeneous disease and involves several different cancer sub-types, which can be segmented into NMIBC or MIBC. The American Cancer Society estimates that in 2023, more than 82,000 people will be diagnosed with bladder cancer and that the disease will result in nearly 17,000 deaths. An estimated 725,000 people in the United States are currently living with the disease. NMIBC, which accounts for approximately 75% of newly diagnosed patients, describes earlier-stage bladder cancer that has not spread to the muscle wall. NMIBC can be further stratified by its specific risk profile, with high-risk NMIBC patients, who make up approximately 40% of the NMIBC patient population, at an elevated probability of disease progression to more aggressive MIBC within five years of initial diagnosis. Patients with intermediate-risk disease account for approximately 30% of total NMIBC diagnoses.

Current treatment for high-risk NMIBC typically involves TURBT followed by the intravesical (IVE) delivery of BCG therapy to induce a non-specific anti-tumor immune response. This treatment protocol has demonstrated therapeutic benefit with nearly 70% of patients achieving a CR following an initial induction course of therapy. However, approximately 50% of these patients will experience a recurrence of the tumor and few treatment options are available for patients who become unresponsive to BCG treatment. While radical cystectomy is the current standard-of-care, only approximately 6% of NMIBC patients elect to undergo the procedure in light of the significant social, functional and emotional burden associated with it. Further complicating the treatment options available to NMIBC patients is the ongoing shortage of BCG which has restricted patient eligibility to high-risk BCG-naïve patients only. Even among these patients a significant number of newly-diagnosed, BCG-eligible, treatment-naïve patients in the United States may not receive sufficient BCG therapy, if at all. Moreover, patients with intermediate-risk NMIBC may not have access to BCG due to the shortage, despite the likely therapeutic benefit of earlier adjuvant BCG therapy, because high-risk patients are prioritized in line with guidance published by the National Comprehensive Care Network (NCCN) and guidance published jointly by the American Urological Association (AUA) and the Society of Urologic Oncology (SUO).

Instances of refractory and recurrence disease, patient aversion to cystectomy and the ongoing BCG supply constraints, have created a sizeable unmet medical need for alternative NMIBC therapeutics that are both safe and efficacious. Beyond our ongoing clinical trials in NMIBC, we also intend to initiate CORE-008, an open-label multi-cohort Phase 2 clinical trial designed to assess the safety and efficacy of cretostimogene when administered as monotherapy and in combination with a CPI in high-risk NMIBC patients including BCG-exposed and BCG-naïve NMIBC patients. BCG-exposed patients are classified as those NMIBC patients with persistent, recurrent or progressive disease after BCG treatment but who do not meet the specific disease classification criteria requisite to be designated as BCG-unresponsive. BCG-naïve patients are classified as those NMIBC patients who have not received any prior BCG therapy.

In addition to NMIBC, we are also evaluating cretostimogene as a potential therapeutic to treat patients with MIBC. MIBC is a more aggressive form of bladder cancer than NMIBC and is associated with significantly higher mortality. In CORE-002, an ongoing single-arm exploratory investigator-sponsored clinical trial, cretostimogene is being evaluated in combination with the CPI nivolumab in MIBC patients ineligible for cisplatin chemotherapy prior to radical cystectomy.

Our Team and Investors

Our management team includes industry executives with extensive biopharmaceutical experience. Arthur Kuan, our Chief Executive Officer, was a founding member of the Ally Bridge Group, a global healthcare-focused investment platform. Previously, Arthur was a member of Themes Investment Partners, a healthcare and life sciences-focused private equity fund. Our President and Chief Operating Officer, Ambaw Bellete, has over 30 years of industry experience, including serving as Chief Operating Officer for FerGene, the Ferring Pharmaceuticals subsidiary responsible for the development and commercialization of its bladder cancer

treatment, nadofaragene. Ambaw was also the President of Photocure, a company focused on the diagnosis and treatment of bladder cancer and has also held several global leadership positions with biotech and medical device companies. Our Chief Medical Officer, Vijay Kasturi, M.D., previously served as Vice President, Clinical Development and Medical Affairs with AVEO Pharmaceuticals and SVP of Scientific Affairs at FerGene where he led Medical Affairs, Clinical Operations, Regulatory and Clinical Development in connection with the nadofaragene program. Earlier, he led U.S. Medical Affairs, Oncology for EMD Serono, where he had broad leadership responsibilities including developing and managing the global medical strategy and launch plan for an anti-PD-L1 agent in bladder and kidney cancers. Our Chief Technical Officer, Swapnil Bhargava, Ph.D., has supported multiple INDs and BLAs and has contributed to bringing multiple modalities to the clinic and market. He was previously a Senior Vice President of CMC Development and GMP Manufacturing for Abcellera, leading Tech Ops. Prior to that, he was the VP for Drug Substance Process Development at Seagen, where he was responsible for leading cell line development, upstream, downstream and conjugation process development and analytical sciences departments for early and late-stage drug development. We believe the breadth and depth of experience amongst our management team will enable us to bolster the cretostimogene development strategy and, if approved, its commercialization.

In addition to the strength and experience of our leadership team, we believe we have a world class Chemistry, Manufacturing and Control (CMC) Advisory Board. The advisory board is chaired by Rick Rutter, Ph.D., who was previously the Executive Vice President of Biotherapeutics Pharmaceutical Sciences at Pfizer, responsible for Drug Substance and Drug Product Development for all macromolecules and vaccines in the Pfizer portfolio. Dan Takefman, Ph.D. was formerly the chief of the Gene Therapy Branch at the FDA. Dr. Takefman also headed regulatory activities at Spark Therapeutics from 2014 until its acquisition by Roche and oversaw the submission through regulatory approval of Luxturna (voretigene neparvovec). Richard Peluso, Ph.D. was the former Vice President of Biologics, Vaccines and Bioprocess R&D at Merck & Co (Merck), responsible for research and development for biologics and vaccines across the Merck portfolio. Victoria Sluzky, Ph.D., was the Senior Vice President of Technical Development at BioMarin, leading Global Quality and Process Sciences and facilitating implementation of global regulatory CMC strategy. We believe our CMC Advisory Board provides differentiated expertise in production and potential commercialization of cretostimogene.

We are backed by a strong set of healthcare-specific investors, including our 5% or greater stockholders, ORI Capital, Decheng Capital, Longitude Capital, Kissei Pharmaceutical Co., Foresite Capital Management and TCGX. Prospective investors should not rely on the investment decisions of our existing investors, as these investors may have different risk tolerances and strategies and have purchased their shares in prior offerings at prices lower than the price offered to the public in this offering. In addition, some of these investors may not be subject to reporting requirements under Section 16 of the Securities Exchange Act of 1934 (the Exchange Act), and, thus, prospective investors may not necessarily know the total amount of investment by each of the prior investors and if and when some of the prior investors decide to sell any of their shares. See the sections titled “Certain Relationships and Related Person Transactions” and “Principal Stockholders” for more information on prior purchases by and current holdings of these stockholders.

Our Strategy

We intend to become a leading company in the development and commercialization of innovative therapeutics to treat cancer, with an initial focus on bladder cancer. Key elements of our strategy to accomplish this objective include:

- **Complete the ongoing BOND-003 Phase 3 trial of cretostimogene as monotherapy in high-risk BCG-unresponsive NMIBC and pursue FDA approval.** We are evaluating the safety and efficacy of cretostimogene in BOND-003, our ongoing Phase 3 clinical trial. We have completed enrollment for this trial and expect to report topline data in . Given the significant unmet need in this indication, the FDA published guidance in 2018 that stated a single-arm clinical trial in patients with BCG-unresponsive NMIBC that assess CR rate as the primary endpoint, taking DOR into account, may be appropriate for full approval. Based on this guidance, we believe that, if successful, our BOND-003 trial could serve as the basis for a BLA submission to the FDA.

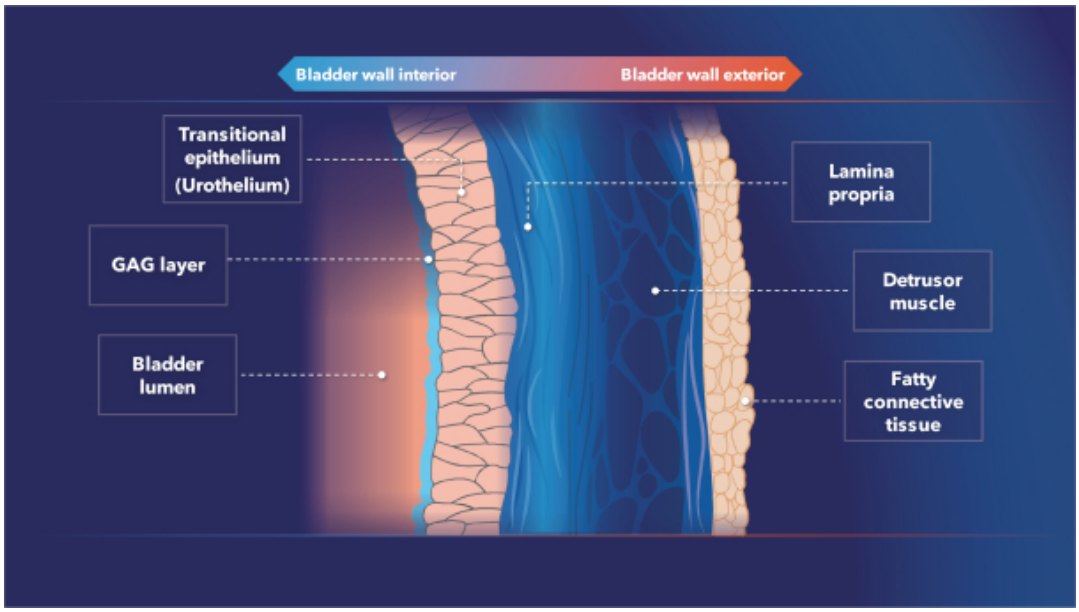
- **Expand the development of cretostimogene monotherapy as a potential backbone therapy across NMIBC indications**. In addition to evaluating cretostimogene in patients with high-risk BCG-unresponsive NMIBC, and in light of the significant and ongoing global shortage of BCG, we intend to evaluate the safety and efficacy of cretostimogene as an alternative to BCG therapy in additional bladder cancer indications, including: (1) patients diagnosed with intermediate-risk NMIBC, who would likely benefit from earlier therapeutic intervention but are currently lacking access to BCG therapy, in our PIVOT-006 Phase 3 clinical trial; and (2) patients with high-risk BCG-exposed and BCG-naïve NMIBC in the monotherapy portion of our planned CORE-008 open-label multi-cohort Phase 2 clinical trial. Through expanding the clinical evaluation of cretostimogene across NMIBC indications, we will attempt to address the significant unmet need in treatment of bladder cancer, with over 82,000 new U.S. diagnoses per year and over 725,000 patients living with bladder cancer in the United States, according to the American Cancer Society. We believe cretostimogene, if approved, has the potential to serve as first-line therapy, thereby alleviating the current need to prioritize treatment recipients and ration administration of BCG given its significant market shortage.
- **Continue to evaluate cretostimogene in combination with other therapies, such as CPIs, to potentially further enhance its clinical utility across various stages of bladder cancer.** As of September 30, 2023, cretostimogene had been administered in over 270 patients with a broad range of NMIBC risk profiles across multiple clinical trials and has been generally well tolerated with no Grade 4 or 5 TRAEs observed and one TRAE resulting in a patient discontinuation of pembrolizumab in the CORE-001 trial. Based on observed tolerability data to date, we plan to evaluate the safety and efficacy of cretostimogene in combination with other therapies in addition to our monotherapy trials. These include our ongoing Phase 2 CORE-001 trial in combination with pembrolizumab for BCG-unresponsive NMIBC, the combination portion of our planned CORE-008 multi-cohort trial in combination with a CPI in BCG-exposed and BCG-naïve NMIBC, and CORE-002, an ongoing exploratory investigator-sponsored single arm clinical trial in combination with nivolumab in MIBC. We believe our approach to combine cretostimogene with other therapeutics across several bladder cancer indications may potentially enhance the potential utility of our product candidate beyond our core strategy of targeting intermediate- and high-risk NMIBC via cretostimogene monotherapy.
- **Build our operational capabilities to successfully commercialize cretostimogene**. If we obtain FDA regulatory approval for cretostimogene, we intend to build in-house sales and marketing capabilities to commercialize cretostimogene in the United States. While the number of patients suffering from bladder cancer is large and growing, a high volume of patients is concentrated in a small number of high value targets and a significant portion of large urology practices including academic urology practices that are concentrated in a relatively small number of major metropolitan areas. We believe this concentration will potentially enable us to efficiently reach a large portion of our addressable market with a relatively small commercial footprint. Importantly, urology practices are already deeply familiar with IVE delivery of BCG in NMIBC patients. Cretostimogene is similarly administered via IVE in the clinic setting by a nurse or medical assistant, and therefore does not require urologists nor anesthesia. We believe this could drive increased physician adoption and improve patient experience versus alternative treatments that require urology practices to learn an entirely new and unfamiliar procedure or to transfer them to a medical oncologist for treatment and follow-up.
- **Leverage our CMC expertise and relationships to scale commercialization efforts**. We have established in-house CMC expertise made up of individuals with oncolytic immunotherapy manufacturing experience, enhanced by an advisory board to help oversee our overall CMC strategic focus, while leveraging third parties for product manufacturing. We believe this approach will drive a high-yield manufacturing process capable of rapidly scaling to meet demand should cretostimogene receive FDA approval. We have established a world class CMC Advisory Board providing differentiated expertise in production and potential commercialization of cretostimogene. Our CMC Advisory Board represents former senior leadership from large pharmaceutical companies with deep experience in manufacturing at scale, as well as former FDA leadership. We believe our strategic CMC

approach will potentially enable us to maintain an attractive cost of goods while rapidly achieving commercial scalability, if cretostimogene receives FDA approval.

Bladder Cancer

The human bladder, which functions in the storage and elimination of urine, is a hollow muscular organ composed of multiple tissue layers. As shown below, the inner wall of the bladder is the urothelium, or transitional epithelium. The interior space where urine collects is known as the bladder lumen. The internal side of the urothelium is lined by a glycosaminoglycan (GAG) membrane, which acts as a protective barrier from urine as well as infectious agents. Between the thick, detrusor muscular portion of the bladder wall and the urothelium is the lamina propria, which consists of connective tissue, blood vessels and nerves. A fatty connective tissue layer makes up the organ's exterior surface, facing the rest of the body.

The Anatomy of the Bladder Wall

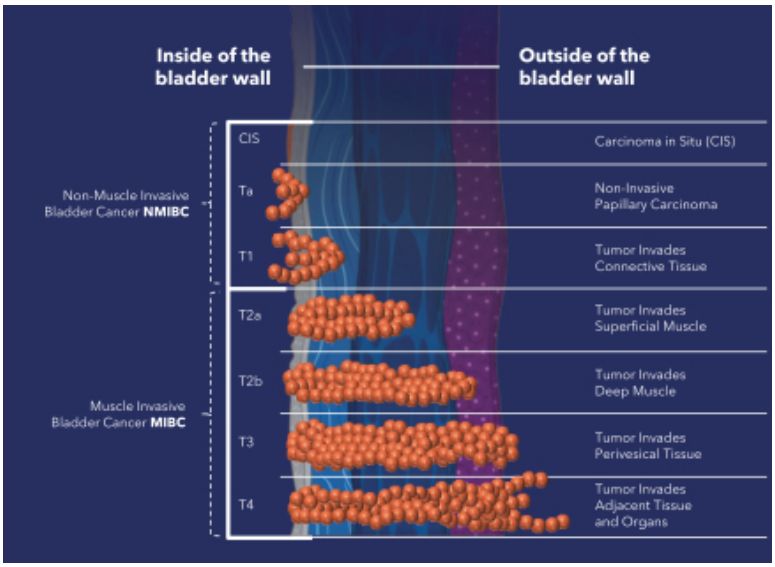


The American Cancer Society estimates that in 2023, more than 82,000 people will be diagnosed with bladder cancer in the United States and that it will result in nearly 17,000 deaths. Notable is the disease prevalence with an estimated 725,000 people in the United States living with the disease. The relatively high prevalence rate is driven in part by chances of recurrence, which can be very high for NMIBC. It is estimated that approximately 31% to 78% of people with NMIBC will develop recurrence or a secondary bladder cancer within five years following treatment, depending on risk-factors. Bladder cancer is the sixth most common form of cancer in the United States, and men account for three-quarters of newly diagnosed cases. The global bladder cancer treatment market has been forecast to be approximately $9.9 billion by 2028, according to Evaluate Pharma.

Bladder cancer is a heterogeneous disease and involves a number of different cancer sub-types. In the United States, the vast majority of patients with bladder cancer, accounting for approximately 90% of all diagnoses, have urothelial carcinoma (UC). UC is further segmented into two subtypes, papillary and non-papillary. Papillary UC involves tumors configured as finger-like projections extending from the transitional epithelium into the bladder lumen. Non-papillary, or flat, UC, which contains CIS, is restricted to the transitional epithelium, and is generally difficult to treat via resection. The 5% of bladder cancer that is not UC includes squamous cell carcinomas and adenocarcinomas.

NMIBC is often used to describe earlier stage disease that has not reached the muscle wall. NMIBC accounts for approximately 75% of newly diagnosed patients, and includes three stages: CIS-containing tumors, Ta and T1. Ta and T1 are papillary UCs which have not spread beyond the lamina propria. T2 through T4 stage make up MIBC, indicative of more aggressive locally advanced and metastatic disease. Bladder cancer has metastasized in an estimated 5% of patients with newly diagnosed disease. The graphic presented below illustrates the differences in disease progression represented by these stages.

Bladder Cancer is Classified as either NMIBC or MIBC.



NMIBC may be further differentiated by the risk of progression to MIBC. NMIBC patients with high-grade Ta or T1 stage cancer, any cancer containing CIS (which can occur in any grade of NMIBC or MIBC), and large volume or recurrent Ta stage tumors are considered to be high-risk tumors. Approximately 40% of patients with NMIBC have high-risk disease. Intermediate-risk NMIBC includes mostly low-grade Ta tumors that reoccur within 12 months, solitary low-grade Ta tumors greater than three centimeters, multifocal low-grade Ta tumors, or high-grade Ta tumors less than or equal to three centimeters. Intermediate-risk NMIBC accounts for an estimated 30% of patients with NMIBC. Low-risk NMIBC consists of low-grade solitary Ta stage tumors and makes up the remaining 30% of NMIBC cases.

Current Treatment for NMIBC and its Limitations

Regardless of risk stratification, treatment of NMIBC generally involves TURBT, a surgical procedure enabling the visual inspection and biopsy of the lesion along with removal of the cancerous cells allowing a patient with NMIBC to retain normal bladder function. Use of TURBT alone is associated with a five-year estimated recurrence rate of approximately 44% to 63%, and remains a backbone of early NMIBC treatment regimen. CIS-containing tumors cannot be resected using TURBT. Progression to a more advanced stage or grade subsequent to initial diagnosis is also commonly encountered. As such, in both high-risk and intermediate-risk NMIBC patients, surgical removal of NMIBC tumors through TURBT is often accompanied by the delivery of adjuvant BCG therapy or chemotherapy, through IVE delivery.

BCG therapy involves the use of a live, attenuated mycobacterium to induce a non-specific anti-tumor immune response in the bladder mucosa and provides meaningful therapeutic utility in the treatment of NMIBC. The use of BCG therapy following TURBT has exhibited sustained anti-tumor activity, with nearly 70% of patients experiencing a CR after an initial induction course of therapy. Despite BCG's effectiveness, there is a significant global shortage of BCG as described below. In addition, approximately 50% of these patients will experience a recurrence of the tumor and few treatment options are available for patients who become unresponsive to BCG treatment.

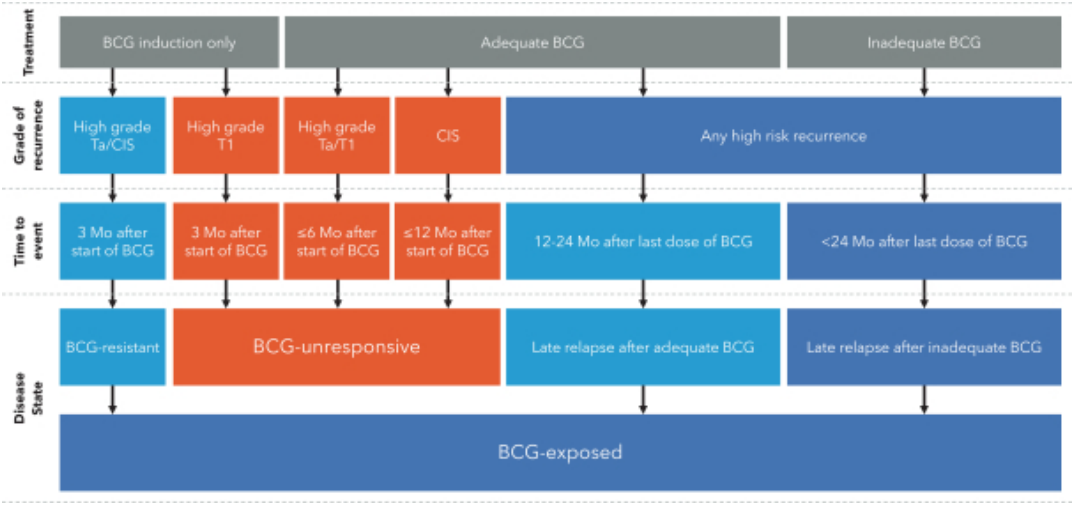
Patient Classification

NMIBC is a heterogeneous disease with significant variation in individual risk of recurrence and progression to MIBC. In clinical practice, patients fall on a spectrum of high-risk NMIBC extending from BCG-naïve NMIBC, which refers to patients who haven't received BCG treatment, at one end to BCG-unresponsive NMIBC at the other. Numerous iterations of guidelines on disease classification have evolved over time, primarily from medical industry groups such as the AUA. In February 2018, the FDA published guidance titled "BCG-Unresponsive Nonmuscle Invasive Bladder Cancer: Developing Drugs and Biologics for Treatment," in order to assist sponsors in the development of drugs, including biologics, for the treatment of BCG-unresponsive NMIBC patients. The FDA guidance provides disease-state definitions and advice on patient selection, risk stratification, and clinical trial design in the BCG-unresponsive NMIBC patient population.

According to the 2018 FDA guidance, BCG-unresponsive NMIBC is defined as being at least one of the following: (1) persistent or recurrent CIS alone or with recurrent Ta/T1 disease within 12 months of completion of adequate BCG therapy; (2) recurrent high-grade Ta/T1 disease within six months of completion of adequate BCG therapy; or (3) T1 high-grade disease at the first evaluation following an induction BCG course.

In this context, adequate BCG therapy is defined as at least one of the following: (1) at least five of six doses of an initial induction course plus at least two of three doses of maintenance therapy, or (2) at least five of six doses of an initial induction course plus at least two of six doses of a second induction course.

In between BCG-naïve and BCG-unresponsive NMIBC lies a disease state where patients do not meet the criteria for either definition called BCG-exposed, which describes a combination of disease states related to prior BCG treatment that are neither BCG-naïve nor BCG-unresponsive. The chart below shows the various treatment pathways leading patients to be classified as BCG-unresponsive or BCG-exposed.



Patients will be classified as BCG-exposed in many cases including: (1) persistent or recurrent high-grade Ta or CIS-containing disease within three months of completion of adequate BCG therapy; (2) any high-risk recurrence after completion of adequate BCG therapy outside of the BCG-unresponsive window; or (3) any high-risk recurrence after completion of inadequate BCG therapy within a 24-month window.

According to AUA risk stratification guidelines, intermediate-risk NMIBC is defined as at least one of the following:

- Low-grade urothelial carcinoma
  - Low-grade T1 disease
  - Solitary low-grade Ta disease > 3 cm
  - Multifocal low-grade Ta disease
  - Recurrent low-grade Ta disease within 1 year
- High-grade urothelial carcinoma
  - Solitary High-grade Ta ≤ 3cm

Limited Treatment Options for High-risk BCG-unresponsive NMIBC Patients

While BCG has been the standard adjuvant therapy for high-risk NMIBC after TURBT, BCG is not without its limitations; it is estimated that approximately 50% of patients eventually develop tumor recurrence. While a subset of these patients will respond to a second round of BCG induction therapy, few treatment options are available to those who are BCG-unresponsive. IVE-delivery of chemotherapy has demonstrated limited benefit. The CR rate reported for valrubicin, the only approved chemotherapy for BCG-refractory patients, is 18% at six months. CIS-containing tumors are typically not considered resectable, further limiting treatment options for BCG-unresponsive patients. Failure to achieve a CR is associated with an increased risk of death or a disease-worsening event. As such, the use of valrubicin in this setting has not been widely adopted.

In January 2020, pembrolizumab, sold by Merck, was approved by the FDA to treat high-risk BCG-unresponsive NMIBC as monotherapy based on the results of the KEYNOTE-057 Phase 2 clinical trial. In the cohort of participants with CIS-stage tumors, with or without papillary tumors, 39 of 96 patients, or 41%, had a CR at 3 months, with the median duration of response being 16.2 months. The percentage of trial participants with a CR declined to 19% at 12 months. Among the trial cohort involving BCG-unresponsive, high-risk non-CIS papillary tumors the 12-month disease free survival (DFS) rate was 43.5% with a median DFS of 7.7 months. Patients in KEYNOTE-057 were administered systemic pembrolizumab by a medical oncologist by infusion every 3 weeks for up to 24 months or until disease persistence, recurrence, progression, unacceptable toxic effects, or withdrawal of consent. Across both trial cohorts, Grade 3 or 4 toxicities were observed in 13% of participants, of which the most common were hyponatremia and arthralgia. Serious treatment-related adverse events were noted in 8% of patients, including but not limited to colitis, autoimmune nephritis, hyperthyroidism, lymphocyte count decrease, pulmonary embolism, and syncope. Seven percent of patients discontinued due to TRAEs (cholestatic hepatitis, hyponatremia, nephritis, and type 1 diabetes mellitus).

Nadofaragene firadenovec (nadofaragene), a non-replicating adenoviral-based gene therapy produced by Ferring that activates interferon a2b, was approved by the FDA in December 2022 to treat high-risk BCG-unresponsive NMIBC CIS-stage, with or without papillary tumors. In a Phase 3 clinical trial evaluating nadofaragene for the treatment BCG-unresponsive NMIBC, 51% of patients achieved a CR and 24% of patients maintained a CR at 12 months. Grade 3 or 4 treatment-related adverse events occurred in 4% of patients, including micturition urgency, bladder spasms, urinary incontinence, syncope, and hypertension. Serious treatment-related adverse events were reported in 2% of patients (syncope, sepsis, and hematuria). In September 2023, Ferring announced that it dosed the first bladder cancer patient with commercially available nadofaragene as part of their limited-release commercial launch as they increase manufacturing capacity.

Based in part on a retrospective analysis of high-risk NMIBC patients, combination chemotherapy of gemcitabine and docetaxel are used in practice, although these drugs have not received FDA approval for this indication.

Given the significant unmet medical need, several additional potential treatments for NMIBC are in various stages of clinical development and regulatory approval. There are multiple companies that have reported drug candidates in clinical development. For example, ImmunityBio Inc.'s N-803 is an IVE-delivered IL-15 agonist delivered in combination with BCG. N-803's regulatory application received a complete response letter from the FDA due to deficiencies in pre-license inspections of the company's third-party manufacturers. In addition, Urogen Pharma, Inc.'s UGN-102 is an IVE-delivered DNA synthesis inhibitor, mitomycin, in gel formulation for treatment of low-grade intermediate-risk BCG-naïve NMIBC. Janssen Pharmaceuticals, Inc.'s TAR-200 is a drug delivery system administered via cystoscopic procedure every three weeks for the first 24 weeks (administered by a urologist in a procedure room under local anesthesia) with a continuous controlled-release dose of gemcitabine for treatment of BCG-unresponsive NMIBC. enGene, Inc.'s EG-70 is an IVE-delivered IL-2 and RIG-I dual-agonist.

Patient Aversion to Complete Removal of the Bladder as well as Underlying Mortality Risk

Radical cystectomy, or the complete removal of the bladder, remains the standard of care for high-risk BCG-unresponsive NMIBC patients, but commonly requires an ostomy appliance for urinary diversion. Despite being the standard of care, only approximately 6% of high-risk BCG-unresponsive NMIBC patients elect to have a radical cystectomy. This hesitancy is associated with significant social, functional and emotional burden. Cystectomy and the radical change in daily routine required often results in diminished body image perception. While the physical and functional trauma may subside, the psychological and emotional burden associated with the consequences of the surgery, which may extend to a patient's caregivers and healthcare providers, remain. In addition, the procedure is associated with high degrees of morbidity and mortality. Approximately 64% of patients undergoing a radical cystectomy experience complications, with approximately 26% of patients requiring readmission for surgery-related complications and an overall readmission rate estimated to be between 20% and 29%. Moreover, the mortality rate within 90 days of the procedure is between 2% and 5%, likely associated with the more advanced age of many bladder cancer patients.

The Chronic Short Supply of BCG is Expected to Persist for Years

A key current issue with BCG is that continual production shortages have left many urological practices in need of an effective and readily available alternative first-line treatment. The production of BCG therapy involves a lengthy and complex manufacturing process and is produced for both the United States and most international markets by a single manufacturer, Merck. In 2017, Sanofi discontinued production of Connaught BCG after a history in challenges producing the product, including a shutdown following a 2011 FDA inspection of documented nonconformances including isolation of mold within the BCG aseptic processing areas, which further exacerbated the overall availability of BCG in the United States. While there are other options globally for BCG, none of the options are available in the United States, except for the TICE BCG strain manufactured by Merck. A randomized controlled, head-to-head trial may be needed to fully examine the impact of different BCG strains on clinical outcomes for bladder cancer patients.

BCG has been in short supply for over ten years as demand has outpaced available production capacity. In light of these supply constraints, the use of BCG therapy as induction therapy has been restricted to BCG-naïve, high-grade T1 or CIS-containing NMIBC patients only, with maintenance therapy limited to 12 months. The NCCN and AUC/SOC guidelines no longer recommend BCG therapy for intermediate-risk NMIBC, instead indicating that BCG should be prioritized for high-risk NMIBC patients only. Moreover, even among BCG-eligible patients, drug shortages have in some cases necessitated a reduction from a full-dose course of treatment.

In October 2020, Merck announced plans to build an additional BCG manufacturing site and has stated that construction is underway, and the new facility is on track to be completed between late 2025 and late 2026. The current market is only producing 69% of the estimated BCG need based on 2018 baseline volume; even with additional supply, the annual supply gap could be significant. We believe that disease recurrence after BCG therapy, together with current and anticipated ongoing supply shortages, highlights a significant unmet medical need for alternative NMIBC therapeutics which are both safe and efficacious, particularly in the intermediate- and high-risk NMIBC patient populations for whom BCG therapy is not available.

Significant Barriers Exist in Development and Adoption of New Treatments for NMIBC

Treatments that require administrative methods differing from BCG, such as requirements for operating/procedure room time under anesthesia or intravenous (IV) administration, may limit physician adoption, particularly in community urology practices. Further, we believe any treatment seeking to replace or compete with TURBT in intermediate-risk NMIBC will face slow adoption given TURBT's place as a cornerstone treatment for urology practices, driving a significant portion of providers' economics. In addition, treatments leveraging chemotherapies have demonstrated tolerability challenges and adverse events that limit their potential to be combined with other therapeutic agents to further enhance the efficacy profile. Cretostimogene's administration, which is similar to BCG, could offer convenience for urology practice adoption that will potentially allow cretostimogene to become a backbone therapy across several bladder cancer indications, if successfully developed and approved.

Cretostimogene: Our Product Candidate for Intermediate- and High-Risk NMIBC

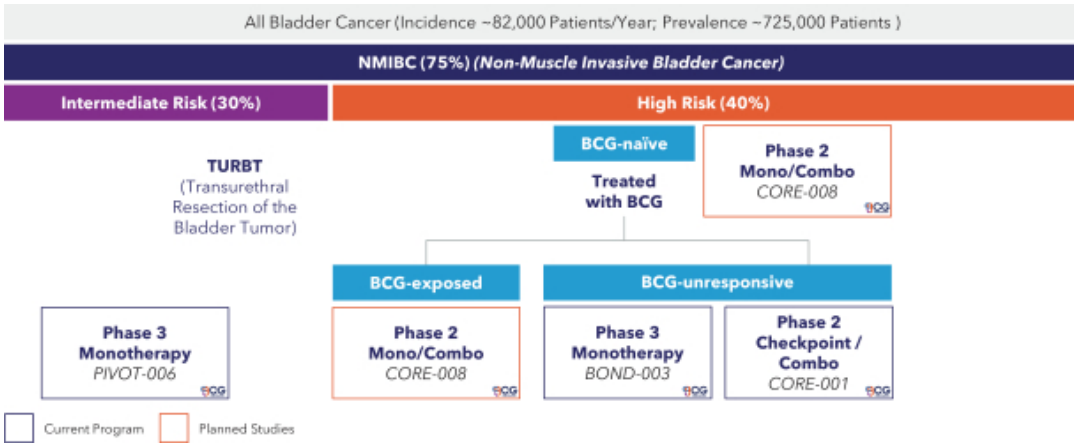
Cretostimogene is an investigational engineered oncolytic immunotherapy that has been designed both to eliminate cancer cells directly by selective replication within cancer cells and indirectly activating an anti-tumor immune response. Our ongoing open-label Phase 3 clinical trial, BOND-003, is designed to assess the safety and efficacy of cretostimogene in high-risk BCG-unresponsive NMIBC when administered as a monotherapy. We have completed patient enrollment in the 116-patient BOND-003 trial and expect to report topline data by . We are also evaluating the safety and efficacy of cretostimogene when used in combination with pembrolizumab in CORE-001, our open-label Phase 2 clinical trial in this same patient population. We believe the clinical trial results observed to date reflect the differentiated therapeutic potential of cretostimogene.

Cretostimogene has shown clinical benefit and has been generally well-tolerated as both a monotherapy and in combination in clinical trials to date. In BOND-002, our completed Phase 2 clinical trial which evaluated the use of cretostimogene as monotherapy to treat patients with high-risk NMIBC who had failed BCG therapy, 65% of the 46 patients with CIS-containing NMIBC achieved a CR at any time after the administration of cretostimogene. Cretostimogene has also demonstrated clinical activity when administered in combination with pembrolizumab to patients with high risk, BCG-unresponsive NMIBC in our ongoing Phase 2 CORE-001 open-label clinical trial. In this trial, 29 of the 34 (85%) patients evaluable as of the March 3, 2023 data cutoff achieved a CR after an initial induction therapy, with 82% (n=27/33) of evaluable patients maintain a CR at six months, and 68% (n=17/25) of evaluable patients maintaining a CR at 12 months. As of September 30, 2023, cretostimogene has been administered in over 270 patients during clinical trial investigations, and has been generally well tolerated with no Grade 4 or 5 TRAEs observed and no treatment-related study discontinuations. Only one TRAE has led to a patient discontinuation of pembrolizumab in the CORE-001 trial.

We initiated PIVOT-006 in , which is a randomized Phase 3 clinical trial designed to assess the safety and efficacy of adjuvant cretostimogene in intermediate-risk NMIBC patients following TURBT. We also intend to initiate CORE-008, which is an open-label multi-cohort Phase 2 clinical trial designed to assess the safety and efficacy of cretostimogene when administered as monotherapy and in combination with a CPI including (1) high-risk NMIBC patients categorized as BCG-exposed but not yet designated unresponsive, and (2) high-risk NMIBC patients categorized as BCG-naïve.

Our ongoing and planned clinical trials and the specific NMIBC patient population to be evaluated are presented in the following chart.

Clinical Trials are Ongoing or Planned to Evaluate Cretostimogene in a Range of NMIBC Patient Populations



We believe NMIBC patients with BCG-unresponsive disease are unlikely to benefit from further BCG therapy. Additionally, given the patient burden and mortality associated with cystectomy, bladder preservation through the avoidance or delay of cystectomy is an intended outcome of new therapeutic product candidates for bladder cancer. We believe our approach is supported by the February 2018 FDA guidance regarding clinical trial design targeting a BCG-unresponsive, CIS-containing NMIBC patients states that a single-arm trial that assesses CR rate as the primary endpoint, taking DOR into account, may be appropriate for full approval, or may require a confirmatory trial after accelerated approval. As of September 30, 2023, there were two products that have received full FDA approval based on data from single-arm clinical trials following the issuance of the guidance.

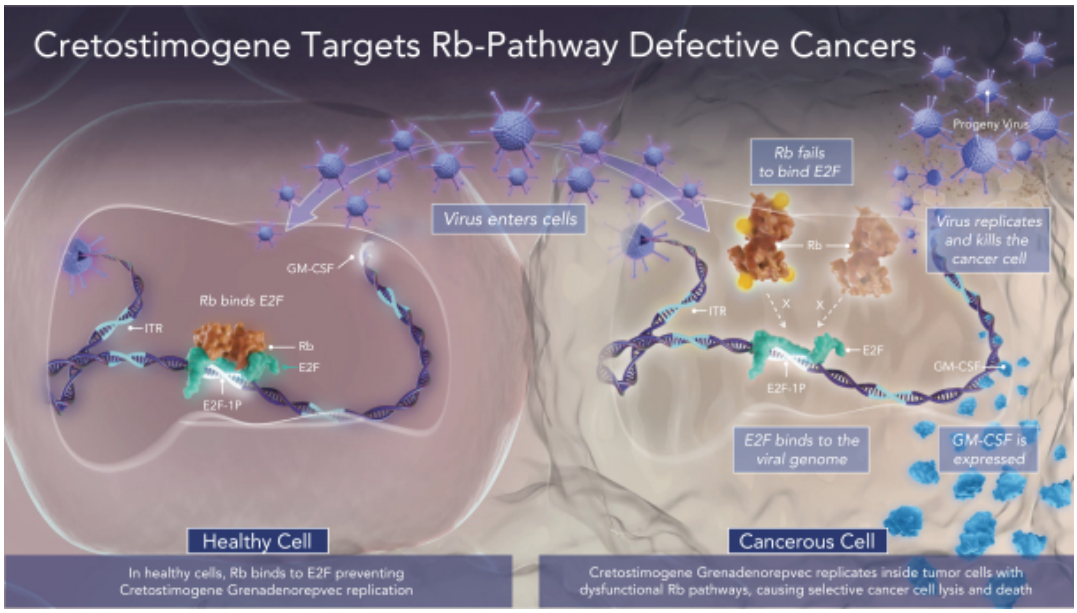
Cretostimogene Grenadenorepvec

Cretostimogene is an investigational engineered, conditionally replicating oncolytic immunotherapy that has been designed to preferentially replicate in retinoblastoma (Rb) gene pathway defective cells present in the majority of urothelial carcinomas and trigger an anti-tumor immune response. Cretostimogene enters the tumor by binding to Coxsackievirus and Adenovirus Receptors (CAR) present in specialized intracellular junctions and tight junctions of polarized epithelial cells.

There are two modifications made to cretostimogene for tumor selectivity and potency. The first modification is the insertion of an E2F-1 promoter in cretostimogene which acts as a safety mechanism to selectively replicate and lyse Rb-defective tumor cells rather than healthy cells which have intact Rb pathways. The second modification is the insertion of the gene for the cytokine granulocyte-macrophage colony stimulation factor (GM-CSF). GM-CSF is widely recognized as a potent stimulator of longer-term anti-tumor activity and we believe its addition to the viral construct may both prime the immune system and induce tumor-specific immunity. Replication and lysis of Rb-defective tumor cells by cretostimogene may trigger an immunogenic cell death that stimulates an anti-tumor immune response.

Comparison of Wild-Type Adenovirus and Our Cretostimogene Constructs

Overview of Cretostimogene's Replication Selectivity in Healthy Versus Cancerous Cells with Defective Rb-Pathway

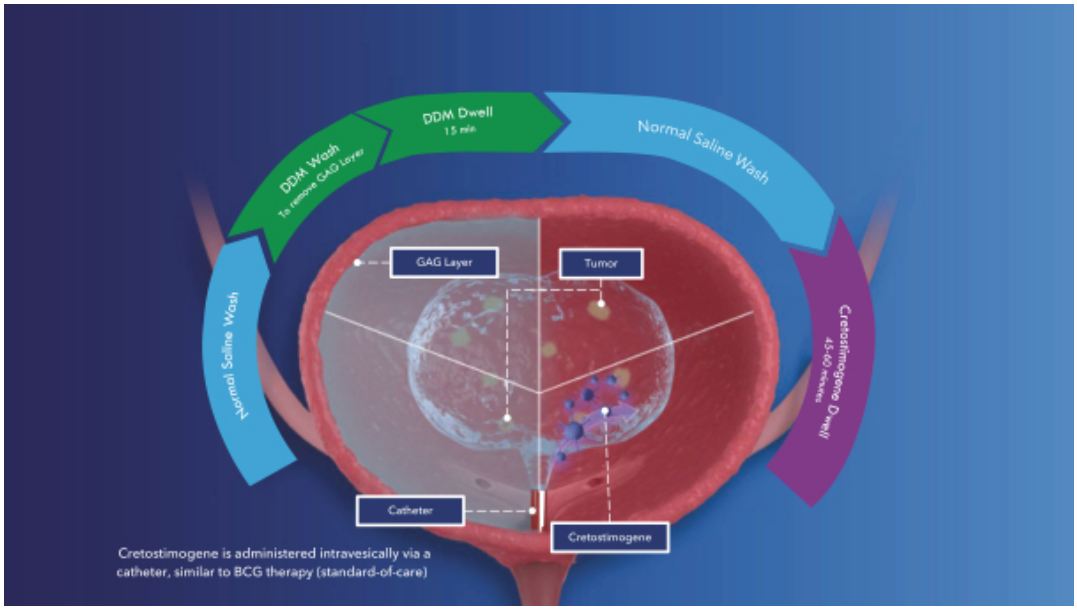


Cretostimogene Administration

Prior to the administration of cretostimogene, patients undergo a saline wash and are then pretreated with n-Dodecyl-ß-D-maltoside (DDM) through IVE delivery. DDM is a mild detergent and solubilizing agent used to attenuate the GAG lining of the transitional epithelium and enhance transduction efficiency of adenovirus by urothelial cells. Following DDM wash/dwell and GAG layer attenuation, cretostimogene is IVE-delivered via a catheter. This administration process does not require operating room time nor placement of the patient under anesthesia. Furthermore, this is a similar route of administration as standard-of-care BCG therapy, which urology

practices perform regularly and, thus, we believe will require limited provider re-training versus other NMIBC treatment approaches.

Overview of Cretostimogene's IVE Administration into the Bladder



Cretostimogene Clinical Development

Cretostimogene Monotherapy for High-risk CIS-containing NMIBC after BCG Failure

Overview of BOND-002 Trial Design

The BOND-002 trial was a Phase 2, open-label, single-arm clinical trial of cretostimogene in patients with high-risk NMIBC after BCG failure. Cretostimogene was administered intravesically at 1 x 10^{12} viral particles (VPs) per milliliter to high-risk CIS-containing NMIBC patients, with or without Ta/T1 tumors, and a group of patients with only Ta/T1, that were categorized as having failed BCG therapy and refused radical cystectomy. The trial included a heterogenous mixture of BCG-exposed and BCG-unresponsive patients.

In this study, 46 CIS patients, with or without Ta/T1 disease, and 19 patients with Ta/T1 disease were enrolled. Patients received an initial induction course of six weekly administrations. Patients who achieved a CR at month six received six weekly maintenance doses of cretostimogene using the same concentration. Patients that did not respond to the first induction course were provided a second induction course at month three with no maintenance doses provided at month six. Six weekly follow up doses were then administered at months 12 and 18. In this trial, CR rates were evaluated at various timepoints throughout the study.

Overview of Response Data in BOND-002 Trial

Among the 46 patients with high-risk CIS-containing NMIBC, 30 (65%) patients displayed a CR at any time subsequent to administration of cretostimogene. Four out of 10 (40.0%) patients who did not achieve CR at three months, and who were subsequently reinduced with cretostimogene at three months demonstrated CR at six months. The DOR to treatment was also notable, with 44% and 28% of patients demonstrating a CR at six months and 12 months, respectively. The results of BOND-002 are summarized below.

CR Data from BOND-002 Trial

Overview of Safety Data in BOND-002 Trial

Safety and Tolerability Data from BOND-002 Trial

Top Adverse Events Considered Related to Cretostimogene Administration for all Patients (n=68) by Grade				
	Grade 1	Grade 2	Grade 3	All Grades
Bladder Spasm	9 (13.2%)	3 (4.4%)	-	12 (17.6%)
Haematuria	9 (13.2%)	2 (2.9%)	-	11 (16.2%)
Dysuria	4 (5.9%)	5 (7.4%)	1 (1.5%)	10 (14.7%)
Micturition Urgency	5 (7.5%)	4 (5.9%)	-	9 (13.2%)
Pollakiuria	5 (7.5%)	1 (1.5%)	-	6 (8.8%)
Urinary Tract Infection	1 (1.5%)	3 (4.4%)	-	4 (5.9%)
Fatigue	3 (4.4%)	1 (1.5%)	-	4 (5.9%)
Influenza-like Illness	3 (4.4%)	-	-	3 (4.4%)
Influenza	2 (2.9%)	-	-	2 (2.9%)
Bladder Discomfort	1 (1.5%)	-	-	1 (1.5%)
Hypotension	-	-	1 (1.5%)	1 (1.5%)

In addition to the 65 patients enrolled per the trial protocol, the safety results above included three additional patients, two who were dosed with cretostimogene for compassionate, single-use patient INDs and one more determined not to have baseline NMIBC retrospectively. Cretostimogene was generally well-tolerated and most TRAEs were limited to Grade 1 to 2, only two Grade 3 TRAEs involving dysuria and hypotension (both of which were resolved), and no Grade 4 or 5 TRAEs. Furthermore, eight severe adverse events were reported but were determined not related to cretostimogene.

Overview of BOND-003 Trial Design

BOND-003 is a global, open-label, single-arm Phase 3 clinical trial enrolling 116 patients designed to evaluate the safety and efficacy of cretostimogene as monotherapy in the treatment of patients that have received adequate BCG therapy with high-risk BCG-unresponsive, CIS-containing NMIBC and BCG-unresponsive Ta or T1 papillary tumors. We designed this trial in light of the 2018 FDA guidance which defines BCG-unresponsive disease states and says that single-arm trials that assess CR rate as the primary endpoint, taking DOR into account, may be appropriate for full approval or may require a confirmatory trial following accelerated approval.

The initial induction course of therapy is six weekly doses of cretostimogene containing 1 x 10^{12} VPs per milliliter. Patients who achieve a CR at month three receive maintenance treatments, involving three weekly cretostimogene doses administered at the same concentration every three months for the first 12 months with a fifth and final course of therapy administered at 18 months. Patients who do not achieve a CR after the first induction course may receive a second induction course of six weekly cretostimogene treatments at month 3, rather than the maintenance course involving three weekly treatments. The primary endpoint of the BOND-003 trial is CR at any time subsequent to induction. We have completed enrollment for this trial and expect to report topline data by . We intend to enroll an additional cohort to evaluate the safety and efficacy of

cretostimogene as a monotherapy in the treatment of patients with high-risk BCG-unresponsive NMIBC, high-grade Ta or T1 without CIS that have received adequate BCG therapy. The primary endpoint of this cohort is overall DFS, with secondary endpoints including DFS at 12-months, progression-free survival (PFS) to worsening of grade, stage or death, and PFS to muscle invasion, metastasis or death. DFS is based on time from treatment until disease relapse.

Combination of Cretostimogene Plus Pembrolizumab for High-risk BCG-unresponsive CIS-containing NMIBC

Overview of CORE-001 Trial Design

CORE-001 is a Phase 2 single-arm, open-label clinical trial of cretostimogene administered in up to 35 patients with high risk, BCG-unresponsive NMIBC that have CIS-containing tumors, in combination with pembrolizumab. Patients that demonstrate a CR after an initial six-week induction phase of weekly cretostimogene administrations, dosed at a concentration of 1 x 10^{12} VP per milliliter, who also receive two, 400 mg doses of pembrolizumab over three months, are given a maintenance course of three weekly doses of cretostimogene at an equivalent VP concentration, along with two doses of pembrolizumab for three months. Trial participants that do not respond to an initial induction course are eligible to receive a second induction course of six weekly administrations over the following three-month period. During the following six months, patients are provided three weekly doses of cretostimogene every three months for six months, in addition to pembrolizumab every six weeks, with longer-term follow up administration of three weekly doses every six months for 12 months, along with pembrolizumab every 6 weeks. The primary endpoints of the CORE-001 trial is CR at 12 months, with a secondary endpoint of CR any time. We have entered into a clinical trial collaboration and supply agreement with Merck providing at no-cost supply of pembrolizumab for use in CORE-001 (which agreement also provides for the joint ownership of clinical trial data but has no additional financial obligations and terminates upon conclusion of the trial).

The dosing schedule of cretostimogene in CORE-001 is similar to BOND-003, while pembrolizumab is administered pursuant to its approved dosing schedule.

Overview of Interim Clinical Results in Our Ongoing CORE-001 Trial

Interim results from the CORE-001 demonstrated that, as of the March 3, 2023 data cutoff, 29 of the 34 (85%) evaluable patients displayed a CR at any time subsequent to completion of induction therapy. Moreover, administration of cretostimogene has also resulted in durable responses, with 82% (n=27/33) of the evaluable patients maintaining a CR at six months and 68% (n=17/25) of evaluable patients maintaining a CR at 12 months, each as of the cutoff date. In the chart below is presented a summary of the interim results observed in patients enrolled in the CORE-001 trial.

Overview of Interim Results from CORE-001 Trial

We anticipate reporting additional durability data in .

Overview of Interim Safety Data from Ongoing CORE-001 Trial

Similar to the results achieved in the BOND-002 trial, cretostimogene was observed to be generally well tolerated with transient, localized Grade 1 or 2 local urinary tract related issues as of the January 31, 2023 safety data cutoff. Subsequent to the data cutoff, one Grade 2 serious adverse event (urinary retention) was reported and resolved. In addition, Grade 3 immune-related adverse safety events consistent with prior anti-PD1 CPI trials were observed in certain trial participants.

Cretostimogene Monotherapy for Intermediate-risk NMIBC following TURBT

Phase 3 PIVOT-006 Clinical Trial

We initiated PIVOT-006 in , which is a randomized Phase 3 trial intended to assess the safety and efficacy of adjuvant cretostimogene when administered as monotherapy to patients with intermediate-risk NMIBC following TURBT. This is a two-arm trial enrolling up to 426 intermediate-risk NMIBC patients, one arm to be administered cretostimogene in combination with the standard of care TURBT with the second arm receiving the standard of care only. The primary endpoint of this trial is overall recurrence free survival (RFS), with secondary endpoints including RFS at 12 and 24 months. RFS is based on time to last cystoscopic evaluation or time to disease relapse where relapse is defined as any grade bladder cancer recurrence.

Planned Clinical Trial

Phase 2 CORE-008 Clinical Trial

The planned study is an open-label multi-cohort Phase 2 trial intended to assess the safety and clinical outcomes of cretostimogene in treating patients with high-risk NMIBC including BCG-exposed and BCG-naïve NMIBC patients. BCG-exposed patients are classified as those NMIBC patients with persistent, recurrent or progressive disease after BCG treatment but do not meet the specific disease classification criteria to be designated BCG-unresponsive. BCG-naïve patients are classified as those NMIBC patients who have not received any prior BCG therapy. After an induction course of therapy, we expect that patients who achieve a CR will receive a maintenance course every three months for one year. The targeted efficacy endpoints of this trial are expected to include CR at any time following induction, CR at 12 months, DOR and progression free survival (PFS).

Additional Clinical Trial Evaluations in MIBC

MIBC is associated with significantly higher mortality than NMIBC, the five-year mortality rate for patients with MIBC ranging from approximately 66% to 95% depending on disease stage. As such, the delay of disease progression is of particular significance to the estimated 20% to 25% of newly diagnosed bladder cancer patients with MIBC as well as those high-risk NMIBC patients that progress to MIBC. Moreover, the annual cost of care for patients with MIBC is estimated to be approximately 2.5 times the annual cost of care for patients with NMIBC.

Systemic administration of cisplatin is often used as neoadjuvant chemotherapy in the treatment of MIBC. However, as many as 50% of patients are ineligible to receive cisplatin because of existing co-morbidities such as decreased renal function or neuropathy in which case CPIs are the default standard of care. We are currently evaluating the use of cretostimogene in combination with the CPI nivolumab as a treatment for MIBC, including by our support of CORE-002, a single-arm exploratory investigator-sponsored clinical trial of 30 cisplatin-ineligible patients with no evidence of distant metastases prior to radical cystectomy. Cretostimogene induction therapy is accompanied by IV nivolumab dosed week 2 and week 6 followed by TURBT or cystectomy. Endpoints of this clinical trial are pathological CR (pCR) at any time, pCR at 12 months and DOR.

As of the March 31, 2023 CORE-002 data cutoff, among the 15 evaluable patients, the combination of cretostimogene and nivolumab had produced a pCR in eight patients, or a pCR rate of 53% (n=8/15). An

additional patient had a negative post-treatment biopsy but refused radical cystectomy. Cretostimogene has been generally well tolerated among trial participants as of the data cutoff. Immune related AE was seen in one patient, who had Grade 2 autoimmune thyroiditis. There was no delay in time to radical cystectomy and no unexpected surgical complications from treatment.

Manufacturing

We leverage third-party manufacturers to support the manufacturing of cretostimogene for clinical trials and, if we receive regulatory approval, we intend to rely on such third parties for commercial manufacture. We do not own or operate, and currently have no plans to establish, any manufacturing facilities. We believe this strategy will enable us to maintain a nimble, efficient and effective working model without making significant internal capital investments. We are currently focused on developing high-yield and scalable processes and analytical methods for the manufacture of cretostimogene. We work with a third-party manufacturer for the production of cretostimogene and a third-party manufacturer for the production of DDM. We currently obtain our supplies from these manufacturers on a purchase order basis and do not have any long-term supply agreements in place. In order to de-risk our supply chain, and as we advance toward potential commercialization, we intend to enter into long-term supply agreements as well as evaluate additional product manufacturing sources.

We have established strong in-house CMC capabilities consisting of expertise in process and analytical development and manufacturing, spanning across different modalities including viruses. To complement our in-house CMC capabilities, we have established a CMC Advisory Board, consisting of some of the most respected names in the industry. This advisory group is chaired by Dr. Richard Rutter, Ph.D., formerly Executive Vice President of Biotherapeutics Pharmaceuticals Sciences at Pfizer, and includes Dr. Daniel Takefman, Ph.D., formerly chief of the gene therapy branch at the FDA; Dr. Richard Peluso, Ph.D., formerly Vice President, Biologics and Vaccines, Bioprocess R&D at Merck; and Dr. Victoria Sluzky, Ph.D., formerly Senior Vice President, Technical Development for BioMarin Pharmaceuticals. In combination with the CMC Advisory Board's experience and strong internal capabilities, we strive to build a sustainable and effective CMC organization.

Competition

We face substantial competition from multiple sources, including large and specialty pharmaceutical and biotechnology companies, academic research institutions and governmental agencies and public and private research institutions. In addition, many biotechnology companies have formed collaborations with large, established companies to (i) obtain support for their research, development and commercialization of products or (ii) combine several treatment approaches to develop longer lasting or more efficacious treatments that may potentially directly compete with our current or future product candidates. We anticipate that we will continue to face increasing competition as new therapies, technologies, and data emerge within the field of oncology and, furthermore, within the treatment of bladder cancer.

We will continue to face competition from current standard of care treatments, including BCG. To the extent Merck or another manufacturer increases the supply of BCG, there may be less demand for alternative treatments such as cretostimogene in BCG-naïve or BCG-exposed patients. In addition, there are numerous companies that have commercialized or are developing treatments for NMIBC, including Bristol Meyers Squibb, enGene Inc., Gilead Sciences, Inc., Hoffman-La Roche AG (Roche), ImmunityBio Inc., Johnson & Johnson Inc., Merck, Protara Therapeutics, Inc., Pfizer, Inc., and UroGen Pharma, Inc.

Many of our competitors, either alone or in combination with their respective strategic partners, have significantly greater financial resources and expertise in research and development, manufacturing, regulatory processes, and marketing than we do. Mergers and acquisitions activity in the pharmaceutical, biopharmaceutical and biotechnology sector is likely to result in greater resource concentration among a smaller number of our competitors. Smaller or early-stage companies may also prove to be significant competitors, particularly through

sizeable collaborative arrangements with established companies. These competitors also 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.

Our commercial opportunity could be reduced or eliminated if one or more of our competitors successfully develop and commercialize products that are safer, more effective, better-tolerated, or of greater convenience or economic benefit than our proposed product offering. Our competitors also may be in a position to obtain FDA or other regulatory approval for their products more rapidly, resulting in a stronger or dominant market position before we are able to enter the market. The key competitive factors affecting the success of all of our programs are likely to be product safety, efficacy, convenience and treatment cost.

Commercialization

Given our stage of development, we have not yet established a commercial organization or distribution capabilities. If we obtain FDA approval for cretostimogene, we intend to build in-house sales and marketing capabilities to commercialize cretostimogene in the United States, and potentially other regions, and expect to rely on third parties for distribution. While the number of patients suffering from bladder cancer is large and growing, a significant portion of large urology practices are concentrated in a relatively small number of major metropolitan areas and urology physician groups. We believe this concentration will potentially enable us to efficiently reach a large portion of our estimated addressable market with a relatively small commercial footprint. Importantly, urology practices are already deeply familiar with the administration of TURBT followed by intravesical administration of BCG in NMIBC patients. Cretostimogene is similarly designed to be administered intravesically and we believe will not require urology practices to retrain or learn a new administrative method. Outside of the United States, we may, where appropriate, pursue development and commercialization relationships, including strategic alliances and licensing, with pharmaceutical companies and other strategic partners, to maximize the commercial potential of cretostimogene in such countries, such as with our agreements with Kissei Pharmaceutical Co., Ltd. and Lepu Biotech Co., Ltd. described below.

License and Collaboration Agreements

Kissei Pharmaceutical Co., Ltd. License and Collaboration Agreement

In March 2020, and as amended September 2022, we entered into a license and collaboration agreement (the Kissei Agreement) with Kissei Pharmaceutical Co., Ltd. (Kissei), under which we granted to Kissei an exclusive license to certain intellectual property rights in Bangladesh, Bhutan, Brunei, Cambodia, India, Indonesia, Japan, South Korea, Laos, Malaysia, Myanmar, Nepal, Pakistan, Palau, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam (the Kissei Territory), for Kissei to develop and commercialize, but not manufacture, cretostimogene in combination with DDM (the Licensed Product) for all uses in oncology indications for which marketing approval is being sought. Under the Kissei Agreement, we and Kissei agreed to use commercially reasonable efforts to collaborate on clinical development activities in the Kissei Territory and each party is responsible for conducting the applicable activities pursuant to an agreed development plan. Kissei is responsible for the costs of developing the Licensed Product in the Kissei Territory, and we are responsible for the costs of developing the Licensed Product outside the Kissei Territory, provided that Kissei is responsible for a low-double digit percentage and we are responsible for a high-double digit percentage of the cost of development activities that cannot be attributed solely to the Kissei Territory or outside the Kissei Territory. We are obligated to supply and Kissei will exclusively purchase its clinical and commercial requirements of Licensed Product from us. Kissei is responsible for commercializing the Licensed Product in the Kissei Territory and is obligated to use commercially reasonable efforts to seek regulatory approval for and commercialize at least one Licensed Product in a specified indication. Until a certain period of time has passed after the first regulatory approval of the Licensed Product, we are prohibited from commercializing certain competing products worldwide and Kissei is prohibited from researching, developing or commercializing certain competing products worldwide.

Kissei paid to us a one-time upfront payment of $10.0 million and, in connection with the entry into the Kissei Agreement, purchased $30.0 million worth of shares of our Series D redeemable convertible preferred stock as part of our Series D financing. Kissei is obligated to make development, regulatory and commercial milestone payments of up to $100.0 million. We have also agreed to pay Kissei a royalty on net sales of Licensed Product outside the Kissei Territory and outside the Lepu Territory (as described below), including on any U.S. sales, in a low-single digit percentage, subject to certain reductions. We are entitled to receive a royalty on net sales of Licensed Product in the Kissei Territory in the mid-twenties percentage, subject to certain capped reductions. Also, Kissei has the right to offset the royalty payments due to us with respect to the cost for the supply of Licensed Product sold by us to Kissei, and to indefinitely carry forward credits for any excess supply amounts paid over royalty amounts owed in a given quarter. We are entitled to receive a specified minimum percentage of royalties on net sales of a given Licensed Product in a given country and a given quarter, unless, if for such Licensed Product in such country and such quarter, Kissei has taken the maximum allowable reductions and the ratio of the cost for the supply of Licensed Product to the sales price for Licensed Product exceeds a low-double digit percentage threshold, then we shall receive no royalties on the net sales of such Licensed Product in such country and such quarter. Kissei's and our royalty obligations will expire on a Licensed Product-by-Licensed Product and country-by-country basis on the later of twelve years from the date of first commercial sale of such Licensed Product in such country or when there is no longer a valid patent claim covering such Licensed Product in such country.

The Kissei Agreement will expire on a Licensed Product-by-Licensed Product and country-by-country basis when there is no remaining royalty or milestone payment obligation due to a party with respect to such Licensed Product in such country. Following expiration of the Kissei Agreement in its entirety, the licenses we granted to Kissei will become non-exclusive, fully-paid royalty-free and irrevocable and Kissei will have the right to negotiate directly with our product suppliers for the direct supply of Licensed Product to Kissei. The Kissei Agreement may be terminated either by Kissei or by us in the event of an uncured material breach by the other party or in the event the other party becomes subject to specified bankruptcy, insolvency or similar circumstances. In addition, we have the right to terminate the Kissei Agreement in the event that Kissei commences a legal action challenging the validity, enforceability or scope of any licensed patents under the Kissei Agreement. Kissei may terminate the Kissei Agreement at will upon specified written notice. Additionally, Kissei may terminate the Kissei Agreement for our willful and malicious misconduct that results in substantial and irreparable harm to the commercial value of the Licensed Products in the Kissei Territory and upon any such termination, the licenses we granted to Kissei will become royalty-free and fully paid-up and Kissei will have the right to negotiate directly with our contract manufacturing organizations for the supply of Licensed Product. Upon termination of the Kissei Agreement for any other reason all rights and licenses granted to Kissei to develop and commercialize the product under the Kissei Agreement will terminate, subject to certain rights to sell existing inventory of Licensed Products by Kissei and its sublicensees. Upon termination of the Kissei Agreement for Kissei's breach, any sublicenses granted by Kissei may, upon our discretion, continue.

Lepu Biotech Co., Ltd. Development and License Agreement

In March 2019, we entered into a development and license agreement (the Lepu Agreement) with Lepu Biotech Co., Ltd. (Lepu), under which we granted an exclusive license to Lepu to develop, manufacture and commercialize cretostimogene and/or DDM to treat and/or prevent cancer in mainland China, including Hong Kong and Macau (the Lepu Territory). Under the Lepu Agreement, Lepu is responsible for using commercially reasonable efforts to develop cretostimogene and DDM in the Lepu Territory, including by performing clinical development activities pursuant to an agreed development plan, and we are obligated to provide Lepu with reasonably requested information, know-how and assistance at Lepu's cost and expense. Additionally, Lepu is obligated to meet a certain clinical diligence milestone by a specified date in 2024. We are also obligated to use commercially reasonable efforts to supply Lepu with its requirements of cretostimogene and DDM for its development activities at Lepu's cost and to periodically provide Lepu with manufacturing documentation and, at Lepu's cost, reasonably requested assistance related to the manufacture of clinical and, if applicable, commercial supplies of cretostimogene and DDM. Lepu is obligated to use commercially reasonable efforts to commercialize

at least one of cretostimogene and/or DDM and achieve the first commercial sale of such product in the Lepu Territory within specified time periods after receipt of marketing authorization approval therefor.

Lepu paid to us a one-time upfront payment of $4.5 million, and Lepu is obligated to make regulatory milestone payments of up to $2.5 million and commercial milestone payments of up to $57.5 million. We are entitled to receive a high single-digit royalty on net sales of cretostimogene and/or DDM sold in the Lepu Territory, subject to a specified reduction. Lepu's royalty obligations will expire upon termination of the Lepu Agreement. Lepu may terminate the Lepu Agreement for any reason upon specified prior written notice. The agreement may be terminated either by Lepu or by us in the event of an uncured material breach by the other party. In addition, we have the right to terminate the agreement in the event that Lepu commences or requests a legal action challenging the validity, enforceability or scope of any licensed patents. Upon termination of the agreement for any reason, all rights and licenses granted to Lepu to develop and commercialize cretostimogene and DDM under the agreement will terminate, and Lepu will be obligated to provide to us all data and results pertaining to cretostimogene and DDM products and assign and transfer to us all regulatory filings, manufacturing documentation and marketing authorization approvals for cretostimogene and DDM. In the event that Lepu has any ongoing clinical trials with respect to cretostimogene and/or DDM as of the effective date of termination, at our request, Lepu is obligated to either promptly transition such clinical trials to us or continue to conduct and complete such clinical trials, at our expense.

Intellectual Property

The proprietary nature of, and protection for, our product candidates and their methods of use are an important part of our strategy to develop and commercialize novel medicines, as described in more detail below. We have obtained patents and filed patent applications in the United States and other countries relating to certain of our proprietary technology, inventions, improvements, and product candidates, and are pursuing additional patent protection for them. We endeavor to protect the proprietary technologies that we believe are important to our business, including pursuing and maintaining patent protection intended to cover cretostimogene, its methods of use, related technologies, and other inventions that are important to our business. In addition to patent protection, we also rely on trade secret to protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection, including our proprietary method of manufacturing cretostimogene. We will also seek to rely on regulatory protection afforded through inclusion in expedited development and review, data exclusivity, market exclusivity and patent term extensions where available.

As of October 19, 2023, we own five patent families comprising five issued U.S. patents, five issued foreign patents in Australia, New Zealand, Japan, and Singapore, 3 pending U.S. non-provisional patent applications, and 18 pending patent applications in jurisdictions outside of the United States.

With regard to cretostimogene, we own three issued U.S. patents and three issued patents in Japan and Singapore with claims covering methods of use using cretostimogene, including claims covering treatment schedules and combination therapy. These issued patents are expected to expire between 2036 and 2038, without accounting for potentially available patent term adjustments or extensions. We also own three pending U.S. applications and 18 related pending applications in Australia, New Zealand, Japan, South Korea, China, Singapore, Hong Kong, and before the European Patent Office, and any patents that issue from these applications are expected to expire between 2036 and 2038, without accounting for potentially available patent term adjustments or extensions.

We expect to file additional patent applications in support of current and new product candidates as well as new platform and core technologies.

Our commercial success will depend in part on obtaining and maintaining patent protection and trade secret protection of cretostimogene, our future product candidates, and their methods of use, as well as successfully

defending any such patents against third-party challenges, preserving the confidentiality of our trade secrets, and operating without infringing on the proprietary rights of others. Our ability to stop third parties from making, using, selling, offering to sell or importing our product candidates will depend on the extent to which we have rights under valid and enforceable patents or trade secrets that cover these activities. We cannot be sure that patents will be granted with respect to any of our pending patent applications or with respect to any patent applications filed by us in the future, nor can we be sure that any patents that may be granted to us in the future will be commercially useful in protecting our product candidates, discovery programs and processes.

The terms of individual patents depend upon the legal term of the patents in the countries in which they are obtained. In most countries in which we file, including the United States, the patent term is 20 years from the earliest date of filing a non-provisional patent application. In the United States, a patent's term may be lengthened by patent term adjustment, which compensates a patentee for administrative delays by the U.S. Patent and Trademark Office, or USPTO, in examining and granting a patent, or may be shortened if a patent is terminally disclaimed over another patent of ours. In the United States, the term of a patent that covers an FDA-approved drug may also be eligible for extension, which permits patent term restoration as compensation for a portion of the patent term lost during the FDA regulatory review process. The Hatch-Waxman Act permits a patent term extension of up to five years beyond the expiration of the patent. The length of the patent term extension is related to the length of time the subject drug candidate is under regulatory review. Patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent applicable to an approved drug may be extended and only those claims covering the approved drug, a method for using it, or a method for manufacturing it may be extended. Similar provisions to extend the term of a patent that covers an approved drug are available in Europe, Japan and other foreign jurisdictions. In the future, if and when our products receive FDA approval, we expect to apply for patent term extensions on patents covering those products. We plan to seek patent term extensions to any issued patents we may obtain in any jurisdiction where such patent term extensions are available, however there is no guarantee that the applicable authorities, including the FDA in the United States, will agree with our assessment that such extensions should be granted, and if granted, the length of such extensions.

The actual protection afforded by a patent varies on a claim by claim and country by country basis and depends upon many factors, including the type of patent, the scope of its coverage, the availability of any patent term extensions or adjustments, the availability of legal remedies in a particular country and the validity and enforceability of the patent.

In addition to patent protection, we also rely on trade secret protection for our proprietary information that is not amenable to, or that we do not consider appropriate for, patent protection, including, for example, aspects of our manufacturing processes for cretostimogene. However, trade secret can be difficult to protect. Although we take steps to protect our proprietary information, including restriction to our premises and our confidential information, as well as entering into agreements with our employees, consultants, advisors, and potential collaborators, such individuals may breach such agreements and disclose our proprietary information including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. In addition, third parties may independently develop the same or similar proprietary information or may otherwise gain access to our proprietary information. As a result, we may be unable to meaningfully protect our trade secrets and proprietary information.

For more information regarding the risks related to our intellectual property, please see the section titled "Risk Factors—Risks Related to Our Intellectual Property."

Government Regulation

The FDA and other regulatory authorities at federal, state, and local levels, as well as in foreign countries, extensively regulate, among other things, the research, development, testing, manufacture, quality control, import, export, safety, effectiveness, labeling, packaging, storage, distribution, record keeping, approval,

advertising, promotion, marketing, post-approval monitoring, and post-approval reporting of biological product candidates such as those we are developing. The process of obtaining regulatory approvals and the subsequent compliance with applicable federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources.

U.S. Biologics Development Process

In the United States, biological products are subject to regulation under the Federal Food, Drug, and Cosmetic Act, the Public Health Service Act, and other federal, state, local and foreign statutes and regulations. The process required by the FDA before biologic product candidates may be marketed in the United States generally involves the following:

- completion of preclinical laboratory tests, animal studies and formulation studies in accordance with Good Laboratory Practice regulations (GLPs), and other applicable regulations;
- submission to the FDA of an IND, which must become effective before human clinical trials may begin;
- approval by an independent institutional review board (IRB) or ethics committee at each clinical site before each trial may be initiated;
- performance of adequate and well-controlled human clinical trials in accordance with Good Clinical Practice regulations (GCPs), to evaluate the safety, purity and potency of the product candidate for its intended use;
- submission to the FDA of a BLA, after completion of all pivotal trials;
- a determination by the FDA within 60 days of its receipt of a BLA to file the application for review;
- satisfactory completion of an FDA advisory committee review, if applicable;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the biologic is produced to assess compliance with current Good Manufacturing Practice requirements (cGMPs), to assure that the facilities, methods and controls are adequate to preserve the biologic's identity, strength, quality and purity;
- satisfactory completion of potential inspection of selected clinical investigation sites to assess compliance with GCPs; and
- FDA review and approval of the BLA to permit commercial marketing of the product for particular indications for use in the United States.

Once a product candidate is identified for development, it enters the preclinical testing stage. Preclinical tests include laboratory evaluations of product chemistry, toxicity and formulation, as well as animal studies. An IND sponsor must submit the results of the preclinical tests, together with manufacturing information and analytical data, to the FDA as part of an IND. An IND is a request for authorization from the FDA to administer an investigational product to humans. An IND will also include a protocol detailing, among other things, the objectives of the clinical trial, the parameters to be used in monitoring safety, and the effectiveness criteria to be evaluated, if the trial includes an efficacy evaluation. Some preclinical testing may continue even after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, places the IND on a clinical hold. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. Clinical holds also may be imposed by the FDA at any time before or during clinical trials due to safety concerns or non-compliance with FDA requirements, in which case clinical trials may not begin or continue until the FDA notifies the sponsor that the hold has been lifted.

Clinical trials involve the administration of the investigational product to human subjects, and must be conducted under the supervision of one or more qualified investigators in accordance with GCPs, which include,

among other things, the requirement that all research subjects provide their informed consent in writing for their participation in any clinical trial. Clinical trials must be conducted under protocols detailing the objectives of the trial, dosing procedures, subject selection and exclusion criteria and the safety and effectiveness criteria to be evaluated. Each protocol must be submitted to the FDA as part of the IND, and a separate submission to the existing IND must be made for each successive clinical trial conducted during product development and for any subsequent protocol amendments. While the IND is active, progress reports summarizing the results of the clinical trials and nonclinical studies performed since the last progress report, among other information, must be submitted at least annually to the FDA, and written IND safety reports must be submitted to the FDA and investigators for serious and unexpected suspected adverse events, findings from other studies suggesting a significant risk to humans exposed to the same or similar drugs or biologics, findings from animal or in vitro testing suggesting a significant risk to humans, and any clinically important increased incidence of a serious suspected adverse reaction compared to that listed in the protocol or investigator brochure.

Furthermore, an independent IRB or ethics committee at each institution participating in the clinical trial must review and approve each protocol before a clinical trial commences at that institution and must also approve the information regarding the trial and the consent form that must be provided to each trial subject or his or her legal representative, monitor the study until completed and otherwise comply with IRB regulations. The FDA or the sponsor may suspend a clinical trial at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the biologic has been associated with unexpected serious harm to patients. In addition, some clinical trials are overseen by an independent group of qualified experts organized by the sponsor, known as a data safety monitoring board or committee. Depending on its charter, this group may determine whether a trial may move forward at designated check points based on access to certain data from the trial. There are also requirements governing the reporting of ongoing clinical studies and clinical study results to public registries, including clinicaltrials.gov.

Human clinical trials are typically conducted in three sequential phases that may overlap or be combined:

- ***Phase 1***: The product candidate is initially introduced into healthy human subjects and tested for safety, dosage tolerance, absorption, metabolism, distribution and excretion and, if possible, to gain an early indication of its effectiveness.
- ***Phase 2***: The product candidate is administered to a limited patient population with a specified disease or condition to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product candidate for specific targeted diseases and to determine dosage tolerance and appropriate dosage.
- ***Phase 3***: The product candidate is administered to an expanded patient population to further evaluate dosage, to provide substantial evidence of efficacy and to further test for safety, generally at multiple geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk-benefit ratio of the product candidate and provide an adequate basis for product labeling.

Post-approval trials, sometimes referred to as Phase 4 studies, may be conducted after BLA approval. These trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication. In certain instances, the FDA may mandate the performance of Phase 4 clinical trials as a condition of approval of a BLA.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the biologic and finalize a process for manufacturing the product in commercial quantities in accordance with cGMPs. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, the manufacturer must develop methods for testing the identity, strength, quality and purity of the final product. In addition, appropriate packaging must be selected and tested, and stability studies must be conducted to demonstrate that the product candidate does not undergo unacceptable deterioration over its shelf life.

BLA Review and Approval Process

Assuming successful completion of all required testing in accordance with applicable regulatory requirements, the results of product development, including among other things, results, from nonclinical studies and clinical trials, are submitted to the FDA as part of a BLA requesting approval to market the product candidate for one or more indications. The BLA must include all relevant data available from preclinical and clinical studies, including negative or ambiguous results as well as positive findings, together with detailed information relating to the product's chemistry, manufacturing, controls, and proposed labeling, among other things. Data can come from company-sponsored clinical studies, or from a number of alternative sources, such as studies initiated by investigators or other third parties. The submission of a BLA requires payment of a substantial user fee to FDA, and the sponsor of an approved BLA is also subject to an annual program fee. A waiver of user fees may be obtained under certain limited circumstances.

The FDA conducts a preliminary review of all BLAs within the first 60 days after submission, before accepting them for filing, to determine whether they are sufficiently complete to permit substantive review. The FDA may refuse to file any BLA that it deems incomplete or not properly reviewable at the time of submission and may request additional information. In this event, the BLA must be resubmitted with the additional information before FDA will review the application. Once filed, the FDA reviews a BLA to determine, among other things, whether the biologic is safe, pure and potent and the facility in which it is manufactured, processed, packed, or held meets standards designed to assure the product's continued safety, purity and potency. Under the Prescription Drug User Fee Act (PDUFA), guidelines that are currently in effect, the FDA has a goal of ten months from the date of "filing" of an original BLA to review and act on the submission. This review typically takes twelve months from the date the BLA is submitted to the FDA because the FDA has approximately two months to make a "filing" decision.

The FDA may refer an application for a novel biologic to an advisory committee. An advisory committee is a panel of independent experts, including clinicians and other scientific experts, that reviews, evaluates and provides a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Before approving a BLA, the FDA will typically inspect the facility or facilities where the product is manufactured. Additionally, before approving a BLA, the FDA may inspect one or more clinical trial sites to assure compliance with GCPs. After the FDA evaluates a BLA and conducts inspections of manufacturing facilities where the investigational product and/or its substance will be produced, the FDA may issue an approval letter or a Complete Response Letter (CRL). An approval letter authorizes commercial marketing of the biologic with prescribing information for specific indications. A CRL indicates that the review cycle for the application is complete, and the application will not be approved in its present form. A CRL usually describes the specific deficiencies in the BLA identified by the FDA and may include requirements to conduct additional clinical trials, or other significant and time-consuming requirements related to clinical data, nonclinical studies or manufacturing. If a CRL is issued, the sponsor must resubmit the BLA, addressing all of the deficiencies identified in the letter, or withdraw the application. Even if such data and information are submitted, the FDA may decide that the BLA does not satisfy the criteria for approval.

If a product receives regulatory approval, referred to as "licensure" by the FDA, such approval may be significantly limited to specific diseases and dosages, or the indications for use may otherwise be limited, which could restrict the commercial value of the product. In addition, the FDA may require a sponsor of an approved BLA to conduct post-marketing clinical trials designed to further assess a biologic's safety, purity or potency, and may also require testing and surveillance programs to monitor the safety of the product, once commercialized, and may limit further marketing of the product based on the results of these post-marketing studies. The FDA may also place other conditions on BLA approval. Including the requirement for a risk evaluation and mitigation strategy (REMS) to assure the safe use of the product. If the FDA concludes a REMS

is needed, the sponsor of the BLA must submit a proposed REMS in connection with the application. The FDA will not approve the BLA without an approved REMS, if required. A REMS could include medication guides, physician communication plans or elements to assure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. Any of these limitations on approval or marketing could restrict the commercial promotion, distribution, prescription or dispensing of commercial products.

In addition, the Pediatric Research Equity Act (PREA), requires a sponsor to conduct pediatric clinical trials for most biologics, as well as for new indications, new dosage forms, new dosing regimens or new route of administrations. Under PREA, original BLAs and supplements must contain a pediatric assessment unless the sponsor has received a deferral or waiver. The required assessment must evaluate the safety and effectiveness of the product for the claimed indications in all relevant pediatric subpopulations and support dosing and administration for each pediatric subpopulation for which the product is deemed safe, pure and potent. The sponsor or FDA may request a deferral of pediatric clinical trials for some or all of the pediatric subpopulations. A deferral may be granted for several reasons, including a finding that the biologic is ready for approval for use in adults before pediatric clinical trials are complete or that additional data need to be collected before the pediatric clinical trials begin. The FDA must send a non-compliance letter to any sponsor that fails to submit the required assessment, keep a deferral current or fails to submit a request for approval of a pediatric formulation.

Orphan Designation

Under the Orphan Drug Act, the FDA may grant orphan designation to a biologic intended to treat a rare disease or condition, which is a disease or condition that affects fewer than 200,000 individuals in the United States or where, if the disease or condition affects more than 200,000 individuals in the United States, there is no reasonable expectation that the cost of developing and making the product available in the United States for this type of disease or condition will be recovered from sales of the product. Orphan designation must be requested before submitting a BLA. After the FDA grants orphan designation, the identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA. Orphan designation does not convey any advantage in or shorten the duration of the regulatory review and approval process.

If a product that has orphan designation subsequently receives the first FDA approval for the disease or condition for which it has such designation, the product is entitled to orphan product exclusivity, which means that the FDA may not approve any other applications to market the same biologic for the same disease or condition for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan exclusivity or inability to manufacture the product in sufficient quantities. The designation of such biologic also entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers. However, competitors, may receive approval of different products for the disease or condition for which the orphan product has exclusivity, or obtain approval for the same product but for a different disease or condition for which the orphan product has exclusivity. Orphan exclusivity also could block the approval of a competing product for seven years if a competitor obtains approval of the “same drug,” as defined by the FDA, or if a the biologic is determined to be contained within the competitor’s product for the same disease or condition. In addition, if an orphan-designated product receives approval for a disease or condition broader than covered in the orphan designation, the product may not be entitled to orphan exclusivity.

Expedited Development and Review Programs

The FDA has a number of programs intended to expedite the development or review of a marketing application for an investigational biologic. For example, the fast track designation program is intended to expedite or facilitate the process for developing and reviewing product candidates that meet certain criteria. Specifically, investigational biologics are eligible for fast track designation if they are intended to treat a serious or life-threatening disease or condition and demonstrate the potential to address unmet medical needs for the disease or condition. 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 a BLA is submitted, the application may be eligible for priority review. With regard to a fast track product candidate, the FDA may consider for review sections of the BLA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the BLA, the FDA agrees to accept sections of the BLA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the BLA.

A product candidate intended to treat a serious or life-threatening disease or condition may also be eligible for breakthrough therapy designation to expedite its development and review. A product candidate can receive breakthrough therapy designation if preliminary clinical evidence indicates that the product candidate, alone or in combination with one or more other drugs or biologics, may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. The designation includes all of the fast track program features, as well as more intensive FDA interaction and guidance beginning as early as Phase 1 and an organizational commitment to expedite the development and review of the product candidate, including involvement of senior managers.

Any product candidate submitted to the FDA for approval, including a product candidate with a fast track designation or breakthrough designation, may also be eligible for other types of FDA programs intended to expedite development and review, such as priority review and accelerated approval. A BLA is eligible for priority review if the product candidate is designed to treat a serious condition, and if approved, would provide a significant improvement in safety or efficacy compared to available therapies. The FDA will attempt to direct additional resources to the evaluation of a BLA designated for priority review in an effort to facilitate the review. The FDA endeavors to review applications with priority review designations within six months of the filing date as compared to ten months for review of original BLAs under its current PDUFA review goals.

In addition, a product candidate may be eligible for accelerated approval. A biological product candidate intended to treat serious or life-threatening diseases or conditions may be eligible for accelerated approval upon a determination that the product candidate has an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments. As a condition of approval, the FDA generally requires that a sponsor of a biologic receiving accelerated approval perform adequate and well-controlled confirmatory clinical trials, and may require that such confirmatory trials be underway prior to granting accelerated approval. Biologics receiving accelerated approval may be subject to expedited withdrawal procedures if the sponsor fails to conduct the required confirmatory trials in a timely manner or if such trials fail to verify the predicted clinical benefit. In addition, the FDA currently requires as a condition of accelerated approval pre-approval of promotional materials, which could adversely impact the timing of the commercial launch of the product.

Fast track designation, breakthrough therapy designation, priority review, and accelerated approval do not change the standards for approval, but may expedite the development or approval process. Even if a product candidate qualifies for one or more of these programs, the FDA may later decide that the product no longer meets the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

Post-approval Requirements

Biologics are subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to record-keeping, reporting of adverse experiences, periodic reporting, product sampling and distribution, and advertising and promotion of the product. After approval, most changes to the approved product, such as adding new indications or other labeling claims, are subject to prior FDA review and approval. There also are continuing, annual program fees for any marketed products. Biologic manufacturers and their subcontractors are required to register their establishments with the FDA and certain state agencies, and are

subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP, which impose certain procedural and documentation requirements upon us and our third-party manufacturers. Changes to the manufacturing process are strictly regulated, and, depending on the significance of the change, may require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting requirements upon us and any third-party manufacturers that we may decide to use. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMP and other aspects of regulatory compliance.

The FDA may withdraw approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information; imposition of requirements for post-market studies or clinical studies to assess new safety risks; or imposition of distribution restrictions or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters, or untitled letters;
- clinical holds on ongoing or planned clinical studies;
- refusal of the FDA 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 products;
- consent decrees, corporate integrity agreements, debarment or exclusion from federal healthcare programs;
- mandated modification of promotional materials and labeling and the issuance of corrective information;
- the issuance of safety alerts, Dear Healthcare Provider letters, press releases and other communications containing warnings or other safety information about the product; or
- injunctions or the imposition of civil or criminal penalties.

In addition, the FDA closely regulates the marketing, labeling, advertising and promotion of biological products. A company can make only those claims relating to safety and efficacy, purity and potency that are approved by the FDA and in accordance with the provisions of the approved label. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses. Failure to comply with these requirements can result in, among other things, adverse publicity, warning letters, corrective advertising and potential civil and criminal penalties. Physicians may prescribe legally available products for uses that are not described in the product's labeling and that differ from those tested by us and approved by the FDA. Such off-label uses are common across medical specialties. Physicians may believe that such off-label uses are the best treatment for many patients in varied circumstances. The FDA does not regulate the behavior of physicians in their choice of treatments. The FDA does, however, restrict manufacturer's communications on the subject of off-label use of their products.

Biosimilars and Exclusivity

The Affordable Care Act, signed into law in 2010, includes a subtitle called the BPCIA, which created an abbreviated approval pathway for biological products that are biosimilar to or interchangeable with an

FDA-licensed reference biological product. Biosimilarity, which requires that there be no clinically meaningful differences between the biological product and the reference product in terms of safety, purity, and potency, can be shown through analytical studies, animal studies, and a clinical study or studies. Interchangeability requires that a product is biosimilar to the reference product and the product must demonstrate that it can be expected to produce the same clinical results as the reference product in any given patient and, for products that are administered multiple times to an individual, the biologic and the reference biologic may be alternated or switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic.

Under the BPCIA, an application for a biosimilar product may not be submitted to the FDA until four years following the date that the reference product was first licensed by the FDA. In addition, the approval of a biosimilar product may not be made effective by the FDA until 12 years from the date on which the reference product was first licensed. During this 12-year period of exclusivity, another company may still market a competing version of the reference product if the FDA approves a full BLA for the competing product containing that applicant's own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity and potency of its product. The BPCIA also created certain exclusivity periods for biosimilars approved as interchangeable products. At this juncture, it is unclear whether products deemed "interchangeable" by the FDA will, in fact, be readily substituted by pharmacies, which are governed by state pharmacy law.

A biological product can also obtain pediatric market exclusivity in the United States. Pediatric exclusivity, if granted, adds six months to existing exclusivity periods and patent terms. This six-month exclusivity, which runs from the end of other exclusivity protection or patent term, may be granted based on the voluntary completion of a pediatric study in accordance with an FDA-issued "Written Request" for such a study.

Other Healthcare Laws

Pharmaceutical companies are subject to additional healthcare regulation and enforcement by the federal government and by authorities in the states and foreign jurisdictions in which they conduct their business. Such laws include, without limitation, U.S. federal and state anti-kickback, fraud and abuse, false claims, pricing reporting, and physician payment transparency laws and regulations regarding drug pricing and payments or other transfers of value made to physicians and other licensed healthcare professionals as well as similar foreign laws in the jurisdictions outside the United States. Violation of any of such laws or any other governmental regulations that apply may result in significant penalties, including, without limitation, administrative civil and criminal penalties, damages, disgorgement fines, additional reporting requirements and oversight obligations, contractual damages, the curtailment or restructuring of operations, exclusion from participation in governmental healthcare programs and/ or imprisonment.

Coverage and Reimbursement

Successful sales of our drug candidates in the U.S. market, if approved, will depend, in part, on the extent to which our drugs will be covered by third-party payors, such as government health programs or private health insurance (including managed care plans). Patients generally rely on such third-party payors to reimburse all or part of the costs associated with their prescriptions and therefore adequate coverage and reimbursement from such third-party payors are critical to new and ongoing product acceptance. Coverage and reimbursement policies for drug products can differ significantly from payor to payor as there is no uniform policy of coverage and reimbursement for drug products among third-party payors in the United States. There may be significant delays in obtaining coverage and reimbursement as the process of determining coverage and reimbursement is often time consuming and costly. Further, third-party payors are increasingly reducing reimbursements for medical drugs and services and implementing measures to control utilization of drugs (such as requiring prior authorization for coverage). For products administered under the supervision of a physician, obtaining coverage and adequate reimbursement may be particularly difficult because of the higher prices often associated with such drugs. Additionally, separate reimbursement for the product itself or the treatment or procedure in which the product is used may not be available, which may impact physician utilization.

Additionally, the containment of healthcare costs has become a priority of federal and state governments, and the prices of drugs have been a focus in this effort. The U.S. government, state legislatures and foreign governments have shown significant interest in implementing cost-containment programs, including price controls, restrictions on reimbursement and requirements for substitution of generic drugs. Adoption or expansion of price controls and cost-containment measures could further limit our net revenue and results. Decreases in third-party reimbursement for our drug candidates, if approved, or a decision by a third-party payor to not cover our drug candidates could have a material adverse effect on our sales, results of operations and financial condition.

General legislative cost control measures may also affect reimbursement for our products. If we obtain approval to market a drug candidate in the United States, we may be subject to spending reductions affecting Medicare, Medicaid or other publicly funded or subsidized health programs and/or any significant taxes or fees.

U.S. Healthcare Reform

The U.S. government, state legislatures, and foreign governments have shown significant interest in implementing cost containment programs to limit the growth of government-paid healthcare costs, including price-controls, restrictions on reimbursement, and requirements for substitution of generic products for branded prescription drugs.

For example, in March 2010, the Affordable Care Act (ACA), was enacted in the United States and substantially changed the way healthcare is financed by both the government and private insurers. The ACA contains provisions that may reduce the profitability of drug products. Among other things, the ACA established an annual, nondeductible fee on any entity that manufactures or imports specified branded prescription drugs and biologic agents; extended manufacturers' Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations; expanded eligibility criteria for Medicaid programs; expanded the entities eligible for discounts under the 340B drug pricing program; and increased the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program. Since its enactment, there have been executive, judicial and Congressional challenges to certain aspects of the ACA. On June 17, 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. Thus, the ACA will remain in effect in its current form.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 into law, which eliminates the statutory Medicaid drug rebate cap, currently set at 100% of a drug's average manufacturer price, for single source and innovator multiple source drugs, beginning January 1, 2024. Additionally, there has been heightened governmental scrutiny in the United States of pharmaceutical pricing practices in light of the rising cost of prescription drugs and biologics. Such scrutiny has resulted in several recent Congressional inquiries, presidential executive orders and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for products.

Most recently, on August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 (IRA) 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 discounting program (beginning 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. On August 29, 2023, HHS announced the list of the first ten drugs that will be subject to price negotiations, although the Medicare drug price negotiation program is currently subject to legal challenges. In addition, in response to the Biden administration's October 2022 executive order, on February 14, 2023, HHS released a report outlining three new models for

testing by the Center for Medicare and Medicaid Innovation which will be evaluated on their ability to lower the cost of drugs, promote accessibility, and improve quality of care. It is unclear whether the models will be utilized in any health reform measures in the future.

At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug and other healthcare programs.

Existing healthcare reform measures, as well as the implementation of additional cost containment measures or other reforms may prevent us from being able to generate revenue, attain profitability or commercialize our product candidates, if approved.

Data Privacy and Security Laws

Numerous state, federal, and foreign laws, regulations and standards govern the collection, use, access to, confidentiality, and security of health-related and other personal information, and could apply now or in the future to our operations or the operations of our partners. In the United States, numerous federal and state laws and regulations, including data breach notification laws, health information privacy and security laws, and consumer protection laws and regulations govern the collection, use, disclosure, and protection of health-related and other personal information. In addition, certain foreign laws govern the privacy and security of personal data, including health-related data. Privacy and security laws, regulations, and other obligations are constantly evolving, may conflict with each other to complicate compliance efforts, and can result in investigations, proceedings, or actions that lead to significant civil and/or criminal penalties and restrictions on data processing.

Employees and Human Capital Resources

As of September 30, 2023, we had 58 employees, all of whom were full-time and 44 of whom were engaged in research and development activities. Thirteen of our employees hold Ph.D. or M.D. degrees. All laboratory personnel and our administrative team are based in and around Irvine, CA. None of our employees are represented by a labor union or covered under a collective bargaining agreement. We consider our relationship with our employees to be good.

Our human capital resources objectives include, as applicable: identifying, recruiting, retaining, incentivizing and integrating our existing and new employees, advisors and consultants. The principal purposes of our equity and cash incentive plans are to attract, retain and reward personnel through the granting of stock-based and cash-based compensation awards, in order to increase stockholder value and the success of our company by motivating such individuals to perform to the best of their abilities and achieve our objectives.

Facilities

We currently lease approximately 1,249 square feet of laboratory and office space in and around Irvine, CA. We believe these facilities will be adequate for the foreseeable future and that suitable additional or substitute space will be available as and when needed.

Legal Proceedings

From time to time, we may be subject to legal proceedings. We are not currently a party to or aware of any proceedings that we believe will have, individually or in the aggregate, a material adverse effect on our business, financial condition or results of operations. Regardless of outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

MANAGEMENT

Executive Officers and Directors

The following table sets forth the name, age and position of each of our executive officers and directors as of October 24, 2023.

Name	Age	Position(s)
Executive Officers and Employee Directors		
Arthur Kuan	32	Chief Executive Officer and Director
Ambaw Bellete	53	President and Chief Operating Officer
Stephen DiPalma	64	Chief Financial Officer
Vijay Kasturi, M.D.	56	Chief Medical Officer
Non-Employee Directors		
Brian Liu, M.D.(1)(2)	34	Director
James J. Mulé, IPh.D.	70	Director
Leonard Post, Ph.D.(1)	71	Director
Hong Fang "Simone" Song(1)(2)	58	Director
Victor Tong, Jr.	40	Director

(1) Member of the compensation committee.
(2) Member of the audit committee.
(3) Member of the nominating and corporate governance committee.

Executive Officers

Arthur Kuan has served as our Chief Executive Officer and as a member of our board of directors since our inception in 2017. Mr. Kuan is also a founding member of Ally Bridge Group, a global healthcare-focused investment platform, and serves on the IP Commercialization Strategy Committee at Moffit Cancer Center. Previously, Mr. Kuan was a member of Themes Investment Partners, a Private Equity fund based in Hong Kong, where he played a central role in coordinating cross-border technology transfer and regulatory submissions for portfolio companies. Mr. Kuan began his career in an operational role at Dinova Capital, a Shanghai-based, medical technology incubator fund, evaluating medical device investment opportunities. Mr. Kuan received his M.S. in Biotechnology from the Johns Hopkins University and his B.A. in Biology from the University of Pennsylvania. Mr. Kuan's knowledge of our business and experience investing in a number of biopharmaceutical companies contributed to our board of directors' conclusion that he should serve as a director of our company.

Ambaw Bellete has served as our President and Chief Operating Officer since July 2023. Previously, Mr. Bellete served as Chief Executive Officer of Lion Healthcare Strategies, a strategic advisory firm, from April 2021 to August 2023, and Chief Operating Officer of FerGene, a gene therapy company dedicated to revolutionizing the treatment of bladder cancer, from March 2020 to March 2021. Prior to FerGene, Mr. Bellete served as the president of Photocure, a company focused on developing and commercializing pharmaceutical products based on photodynamic technology to treat bladder cancer, and also held several global leadership positions with biopharma, biotech and medical device companies, including President of Medical Compression Systems from January 2012 to July 2019. Mr. Bellete started his biopharma career at the Upjohn Company (now Pfizer) and then Sanofi, where he held diverse leadership roles in business development, managed care, marketing and sales positions in specialty, oncology and urology. Mr. Bellete currently serves on the board of directors The Axiom REACH Foundation and OncoSTING. Mr. Bellete holds a B.S. in Biology and Chemistry from Murray State University.

Stephen DiPalma has served as our Chief Financial Officer since March 2023 and has worked with us as a consultant and senior advisor regarding our finance operations since March 2021. Mr. DiPalma is a Managing

Director of Danforth Advisors, a professional consultancy that specializes in working with life sciences companies. Prior to and during his tenure at Danforth, Mr. DiPalma has served as Chief Financial Officer to several public and emerging companies in various stages of development. Mr. DiPalma served as Chief Financial Officer at Forum Pharmaceuticals from 2009 to 2014. Mr. DiPalma holds a B.S. from the University of Massachusetts and M.B.A. from Babson College.

Vijay Kasturi has served as our Chief Medical Officer since September 2023. Previously, Dr. Kasturi was Vice President of Clinical Development and Medical Affairs of AVEO Pharmaceuticals, a cancer therapeutics company, from April 2021 to August 2023. Prior to AVEO Pharmaceuticals, Dr. Kasturi was Senior Vice President of Scientific Affairs at FerGene from March 2020 to March 2021. Prior to FerGene, Dr. Kasturi was head of U.S. Medical Affairs, Oncology for EMD Serono, a pharmaceutical company focused on reproductive health, multiple sclerosis and cancer, from November 2015 to March 2020, where he had responsibility for developing global and regional strategies that brought new therapies to patients in immunology, hematology and oncology. Earlier in his career, Dr. Kasturi treated patients with cancer and served as an assistant professor of medicine, Division of Hematology-Oncology at the University of Massachusetts Medical School and as the program leader for genitourinary oncology at UMass Memorial Cancer Center. Dr. Kasturi trained in Hematology-Oncology at the National Cancer Institute (NCI) and worked as an investigator and physician at the NCI and Dartmouth Hitchcock Medical Center. Dr. Kasturi holds an M.D. from Rush Medical College of Rush University and a B.S. in Biology from University of Illinois, Chicago.

Non-Employee Directors

Brian Liu, M.D. has served as a member of our board of directors since September 2022. Dr. Liu is a Managing Director at Longitude Capital, a healthcare venture capital firm, where he has been employed since 2018. Prior to joining Longitude Capital, Dr. Liu was an Engagement Manager in the pharmaceuticals practice of McKinsey & Company from January 2016 to July 2018. Dr. Liu currently serves on the board of directors of Lassen Therapeutics and as a board observer at Quanta Therapeutics., Rivus Pharmaceuticals and Zenas BioPharma. Dr. Liu previously served as a board observer at Endeavor Biomedicines, Inflazome (acquired by Roche Holding), Descena Lab, Talaris Therapeutics, and Vera Therapeutics. Dr. Liu holds an M.D. from Stanford School of Medicine and a B.S. in Biomedical Engineering from Johns Hopkins University. Dr. Liu's investment experience in the pharmaceutical industry and prior board experience contributed to our board of directors' conclusion that he should serve as a director of our company.

James J. Mulé, IPh.D. has served as a member of our board of directors since 2018. Dr. Mulé has served as Associate Center Director for Translational Science and the Michael McGillicuddy (U.S. Senator Connie Mack (ret.) & Family) Endowed Chair for Melanoma Research and Treatment since 2003 and is the Associate Center Director of the Moffitt Cancer Center, Tampa, Florida, where he has served as a Director since 2003. Since 1993, Dr. Mulé has served multiple tenures as a special government employee to the FDA at the Center for Drug Evaluation and Research and at the Center for Biologics Evaluation and Research and to the National Cancer Institute (NCI). Dr. Mulé also served on the board of directors of publicly-traded company Fulgent Genetics from 2016 to 2020. Dr. Mulé serves on the advisory boards of numerous biotechnology companies, pharmaceutical companies, NCI-designated cancer centers and investment funds, including Buffett Cancer Center, Omaha; Masonic Cancer Center, Minneapolis; Affyimmune Therapeutics; Aleta Biotherapeutics; OncoPep; Turnstone Biologics; UbiVac; Vault Pharma; Vycellix; and Noble Life Science Partners. Dr. Mulé holds an Interdisciplinary Ph.D. in Tumor Immunology, Immunocytology, and Immunopathology from the University of Washington and the Fred Hutchinson Cancer Research Center, Seattle, Washington, a M.S. in Cellular Immunology from the University of Washington School of Medicine and a B.A. from New Jersey City University. Dr. Mulé received his formal postgraduate training at the Surgery Branch, Division of Cancer Treatment, NCI, National Institutes of Health (NIH), Bethesda, Maryland. Dr. Mulé has held tenured senior positions at the NCI/NIH and the University of Michigan, Ann Arbor. Dr. Mulé's extensive regulatory, basic, translational and clinical research as well as administration leadership experience in both non-profit and for-profit entities and the biopharmaceutical industry contributed to our board of directors' conclusion that he should serve as a director of our company.

Leonard Post, Ph.D. has served as a member of our board of directors since 2018. Dr. Post has over three decades of pharmaceutical R&D experience. Since July 2016, Dr. Post has served as Chief Scientific Officer of Vivace Therapeutics, an oncology company working on small molecules targeting the hippo pathway, and is also Chief Scientific Officer of its sister company Virtuoso Therapeutics, a company working on bispecific antibodies for oncology. From February 2010 until June 2016, Dr. Post worked at BioMarin, in various positions including Chief Scientific Officer. During that time, he oversaw the initiation of BioMarin's first gene therapy project for hemophilia A. Prior to that, Dr. Post served as Chief Scientific Officer of LEAD Therapeutics, Senior Vice President of Research & Development at Onyx Pharmaceuticals, and Vice President of Discovery Research at Parke-Davis Pharmaceuticals. Dr. Post is also currently an advisor to Canaan Partners. Mr. Post currently serves on the board of directors of uniQure, a publicly-traded biopharmaceutical company, and privately-held biopharmaceutical companies, AceLink Therapeutics, Aniko Pharmaceuticals, Vivace Therapeutics, Orphagen Pharmaceuticals, Fedora Pharma and Oxyrane UK. Dr. Post also previously served on the board of directors of publicly-traded genetic diagnostics company Fulgent Genetics from August 2022 to October 2022. Dr. Post is a virologist by training and did early work on engineering of herpes simplex virus as a postdoctoral fellow. Dr. Post has a B.S. in Chemistry from the University of Michigan, and a Ph.D. in Biochemistry from the University of Wisconsin. Dr. Post's extensive experience in the biotechnology industry, and specifically in oncolytic viruses, contributed to our board of directors' conclusion that he should serve as a director of our company.

Simone Song has served as a member of our board of directors since November 2015. Ms. Song is the Founder and has been a Senior Partner of ORI Capital Limited, a venture capital firm, since July 2015. Prior to ORI Capital, Ms. Song served as the Head of Healthcare Investment Banking for Greater China for Goldman Sachs. Prior to Goldman Sachs, Ms. Song was a Managing Director of Cowen, a member of the advisory board of AXA Investment Managers, a global investment management firm, and an executive board advisor to AXA Asia Pacific Holdings Limited. Ms. Hong holds a B.A. in Economics from Fudan University and an M.A. in Economics from Claremont Graduate School. Ms. Song's extensive experience in the healthcare sector contributed to our board of directors' conclusion that she should serve as a director of our company.

Victor Tong, Jr. has served as a member of our board of directors since July 2023. Mr. Tong is a Managing Director at Decheng Capital (Decheng), an investment firm, where he has worked since its inception in 2012 and focuses on investments in biotechnology and medical technology companies in China and the United States. Before joining Decheng, Mr. Tong was a Principal at Bay City Capital, a life sciences investment firm, and a member of the healthcare investment banking division at Morgan Stanley. Mr. Tong serves on the board of directors of multiple privately held biotechnology and biopharmaceutical companies including Cellares Corp., EpimAb Biotherapeutics, Harton Therapeutics, Hummingbird Bioscience, LevitasBio, Nalu Medical, Take2, and Watchmaker Genomics. Mr. Tong holds a B.A. in Molecular and Cell Biology and B.S. in Business Administration from the University of California, Berkeley. Mr. Tong's investment and board experience in the biopharmaceutical industry contributed to our board of directors' conclusion that he should serve as a director of our company.

Family Relationships

There are no family relationships among any of our executive officers or directors.

Board Composition and Election of Directors

Director Independence

Our board of directors currently consists of six members. Our board of directors has determined that all of our directors, other than Mr. Kuan are independent directors in accordance with the listing requirements of the Nasdaq Stock Market (Nasdaq). The Nasdaq independence definition includes a series of objective tests, including that the director is not, and has not been for at least three years, one of our employees and that neither

the director nor any of his or her family members has engaged in various types of business dealings with us. In addition, as required by Nasdaq rules, our board of directors has made a subjective determination as to each independent director that no relationships exist, which, in the opinion of our board of directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of the director. In making these determinations, our board of directors reviewed and discussed information provided by the directors and us with regard to each director's business and personal activities and relationships as they may relate to us and our management. There are no family relationships among any of our directors or executive officers.

Classified Board of Directors

In accordance with the terms of our amended and restated certificate of incorporation that will go into effect immediately prior to the closing of this offering, our board of directors will be divided into three classes with staggered, three-year terms. At each annual meeting of stockholders, the directors whose terms then expire will be eligible for reelection until the third annual meeting following reelection. Effective upon the closing of this offering, our directors will be divided among the three classes as follows:

- the Class I directors will be , and their terms will expire at our first annual meeting of stockholders following this offering;
- the Class II directors will be , and their terms will expire at our second annual meeting of stockholders following this offering; and
- the Class III directors will be , and their terms will expire at our third annual meeting of stockholders following this offering.

Our amended and restated certificate of incorporation that will go into effect immediately prior to the closing of this offering will provide that the authorized number of directors may be changed only by resolution of the board of directors. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. The division of our board of directors into three classes with staggered three-year terms may delay or prevent a change of our board of directors or a change in control of our company. Our directors may be removed only for cause by the affirmative vote of the holders of at least two-thirds of our outstanding voting stock then entitled to vote in an election of directors.

Board Leadership Structure

Our board of directors is currently chaired by . Our board of directors recognizes that it is important to determine an optimal board leadership structure to ensure the independent oversight of management as the Company continues to grow. We separate the roles of chief executive officer and chairman of the board of directors in recognition of the differences between the two roles. The chief executive officer is responsible for setting the strategic direction for our company and the day-to-day leadership and performance of our company, while the chairman of the board of directors provides guidance to the chief executive officer and presides over meetings of the full board of directors. We believe that this separation of responsibilities provides a balanced approach to managing the board of directors and overseeing our company. Our board of directors has concluded that our current leadership structure is appropriate at this time. However, our board of directors will continue to periodically review our leadership structure and may make such changes in the future as it deems appropriate.

Role of Board in Risk Oversight Process

Our board of directors has responsibility for the oversight of our risk management processes and, either as a whole or through its committees, regularly discusses with management our major risk exposures, their potential impact on our business and the steps we take to manage them. The risk oversight process includes receiving regular reports from board committees and members of senior management to enable our board of directors to understand our risk identification, risk management and risk mitigation strategies with respect to areas of potential material risk, including operations, finance, legal, regulatory, strategic and reputational risk.

The audit committee reviews information regarding liquidity and operations, and oversees our management of financial risks. Periodically, the audit committee reviews our policies with respect to risk assessment, risk management, loss prevention and regulatory compliance. Oversight by the audit committee includes direct communication with our external auditors, and discussions with management regarding significant risk exposures and the actions management has taken to limit, monitor or control such exposures. The compensation committee is responsible for assessing whether any of our compensation policies or programs has the potential to encourage excessive risk-taking. The nominating and corporate governance committee manages risks associated with the independence of the board of directors, corporate disclosure practices and potential conflicts of interest. While each committee is responsible for evaluating certain risks and overseeing the management of such risks, the entire board of directors is regularly informed through committee reports about such risks. Matters of significant strategic risk are considered by our board of directors as a whole.

Board Committees and Independence

Our board of directors has established three standing committees – audit, compensation and nominating and corporate governance – each of which operates under a charter that has been approved by our board of directors.

Audit Committee

The audit committee's main function is to oversee our accounting and financial reporting processes and the audits of our financial statements. This committee's responsibilities include, among other things:

- appointing our independent registered public accounting firm;
- evaluating the qualifications, independence and performance of our independent registered public accounting firm;
- approving the audit and non-audit services to be performed by our independent registered public accounting firm;
- reviewing the design, implementation, adequacy and effectiveness of our internal accounting controls and our critical accounting policies;
- discussing with management and the independent registered public accounting firm the results of our annual audit and the review of our quarterly unaudited financial statements;
- reviewing, overseeing and monitoring the integrity of our financial statements and our compliance with legal and regulatory requirements as they relate to financial statements or accounting matters;
- reviewing on a periodic basis, or as appropriate, any investment policy and recommending to our board of directors any changes to such investment policy;
- reviewing with management and our auditors any earnings announcements and other public announcements regarding our results of operations;
- preparing the report that the SEC requires in our annual proxy statement;
- reviewing and approving any related party transactions and reviewing and monitoring compliance with our code of conduct and ethics; and
- reviewing and evaluating, at least annually, the performance of the audit committee and its members including compliance of the audit committee with its charter.

The members of our audit committee are Dr. Liu, Ms. Song and . serves as the chairperson of the committee. All members of our audit committee meet the requirements for financial literacy under the applicable rules and regulations of the SEC and Nasdaq. Our board of directors has determined that is an "audit committee financial expert" as defined by applicable SEC rules and has the requisite

financial sophistication as defined under the applicable Nasdaq listing standards. Our board of directors has determined that each of Mr. Kuan, Mr. Liu and Ms. Song is independent under the applicable rules of the SEC and Nasdaq. Upon the listing of our common stock on Nasdaq, the audit committee will operate under a written charter that satisfies the applicable standards of the SEC and Nasdaq.

Compensation Committee

Our compensation committee approves policies relating to compensation and benefits of our officers and employees. The compensation committee approves corporate goals and objectives relevant to the compensation of our Chief Executive Officer and other executive officers, evaluates the performance of these officers in light of those goals and objectives and approves the compensation of these officers based on such evaluations. The compensation committee also approves the issuance of stock options and other awards under our equity plans. The compensation committee will review and evaluate, at least annually, the performance of the compensation committee and its members, including compliance by the compensation committee with its charter.

The members of our compensation committee are Dr. Liu, Dr. Post and Ms. Song. Ms. Song serves as the chairperson of the committee. Our board of directors has determined that each of Dr. Liu, Dr. Post and Ms. Song is independent under the applicable Nasdaq listing standards and is a "non-employee director" as defined in Rule 16b-3 promulgated under the Exchange Act. Upon the listing of our common stock on Nasdaq, the compensation committee will operate under a written charter, which the compensation committee will review and evaluate at least annually.

Nominating and Corporate Governance Committee

The nominating and corporate governance committee is responsible for assisting our board of directors in discharging the board of directors' responsibilities regarding the identification of qualified candidates to become board members, the selection of nominees for election as directors at our annual meetings of stockholders (or special meetings of stockholders at which directors are to be elected), and the selection of candidates to fill any vacancies on our board of directors and any committees thereof. In addition, the nominating and corporate governance committee is responsible for overseeing our corporate governance policies, reporting and making recommendations to our board of directors concerning governance matters, reviewing and assisting the Board with oversight of matters relating to environmental, social and governance matters affecting the Company and oversight of the evaluation of our board of directors. The members of our nominating and corporate governance committee are . serves as the chairperson of the committee. Our board of directors has determined that each of is independent under the applicable Nasdaq listing standards. Upon the listing of our common stock on Nasdaq, the nominating and corporate governance committee will operate under a written charter, which the nominating and corporate governance committee will review and evaluate at least annually.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee has ever been one of our officers or employees. None of our executive officers currently serves, or has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

Board Diversity

Upon the closing of this offering, our nominating and corporate governance committee will be responsible for reviewing with the board of directors, on an annual basis, the appropriate characteristics, skills and experience required for the board of directors as a whole and its individual members. In evaluating the suitability of individual candidates (both new candidates and current members) for election or appointment, the nominating

and corporate governance committee and the board of directors will take into account many factors, including the following:

- personal and professional integrity, ethics and values;
- experience in corporate management, such as serving as an officer or former officer of a publicly-held company;
- experience as a board member or executive officer of another publicly-held company;
- strong finance experience;
- diversity of expertise and experience in substantive matters pertaining to our business relative to other board members;
- diversity of background and perspective, including, but not limited to, with respect to age, gender, race, place of residence and specialized experience;
- experience relevant to our business industry and with relevant social policy concerns; and
- relevant academic expertise or other proficiency in an area of our business operations.

Currently, our board of directors evaluates, and following the closing of this offering will evaluate, each individual in the context of the board of directors as a whole, with the objective of assembling a group that can best maximize the success of the business and represent stockholder interests through the exercise of sound judgment using its diversity of experience in these various areas.

Code of Business Conduct and Ethics

We plan to adopt a written code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, which will be effective upon the closing of this offering. Upon the closing of this offering, our code of business conduct and ethics will be available under the Corporate Governance section of our website at https://cgoncology.com. In addition, we intend to post on our website all disclosures that are required by law or the listing standards of Nasdaq concerning any amendments to, or waivers from, any provision of the code. We have included our website address in this prospectus solely as an inactive textual reference. The reference to our website address does not constitute incorporation by reference of the information contained at or available through our website, and you should not consider it to be a part of this prospectus.

EXECUTIVE AND DIRECTOR COMPENSATION

Overview

Our named executive officers for 2022, which consist of our principal executive officer during 2022 and our two next most highly compensated executive officers during 2022, were:

- Arthur Kuan, Chief Executive Officer;
- James Burke, M.D., Senior Clinical and Medical Advisor and former Chief Medical Officer; and
- Georg Roth, Ph.D., former Chief Technical Officer.

Effective August 14, 2023, Dr. Burke transitioned from the role of Chief Medical Officer to Senior Clinical and Medical Advisor. Effective August 9, 2023, Dr. Roth separated from the Company.

This discussion may contain forward-looking statements that are based on our current plans, considerations, expectations, and determinations regarding future compensation programs. Actual compensation programs that we adopt following the closing of this offering may differ materially from the currently planned programs summarized in this discussion.

The following table sets forth information regarding compensation earned with respect to the fiscal year ended December 31, 2022 by our named executive officers.

2022 Summary Compensation Table

Name and Principal Position	Year	Salary ($)	Bonus ($)	Option Awards ($)[1]	Non-Equity Incentive Plan Compensation ($)[2]	All Other Compensation ($)[3]	Total ($)
Arthur Kuan *Chief Executive Officer*	2022	394,000	—	694,269	140,000	1,130	1,229,399
James Burke, M.D., *Senior Clinical and Medical Advisor and former Chief Medical Officer*	2022	344,000	—	88,444	133,000	9,562	575,006
Georg Roth, Ph.D., *Former Chief Technical Officer*	2022	320,000	1,500[4]	61,651	124,000	9,523	516,674

(1) The amounts reported in the "Option Awards" column represent the aggregate grant date fair value of the stock options awarded to our named executive officers during fiscal year 2022, calculated in accordance with Financial Accounting Standards Board (FASB), Accounting Standards Codification (ASC) Topic 718. The assumptions used in calculating the grant date fair value of the awards reported in this column are set forth in Note 9 to our audited financial statements included elsewhere in this prospectus. The amounts reported in this column reflect the accounting cost for the stock options and do not reflect the actual economic value that will be realized by the individual upon the vesting of the stock options, the exercise of the stock options or the sale of the common stock underlying such awards. See the subsection "—Narrative to Summary Compensation Table—Equity-Based Incentive Awards" below.

(2) Amounts reflect performance bonuses earned by each executive in 2022, which were paid in early 2023.

(3) Amounts reflect $8,432 and $8,393 in 401(k) matching contributions for Dr. Burke and Dr. Roth, respectively, and $760 in Company-paid premiums for long-term disability insurance and $370 in Company-paid premiums for life insurance for each of Mr. Kuan, Dr. Burke, and Dr. Roth.

(4) Amount reflects a one-time referral bonus paid to Dr. Roth.

Narrative to Summary Compensation Table

Annual Base Salary

The compensation of our named executive officers is generally determined and approved by our board of directors. The 2022 base salaries of each of our named executive officers are described below under the subsection titled "—Employment Arrangements with our Named Executive Officers" below.

Annual Bonus

In addition to base salaries, our named executive officers are eligible to receive annual performance-based cash bonuses, which are designed to provide appropriate incentives to our executives to achieve annual corporate goals and to reward our executives for individual achievement towards these goals. The annual performance-based bonus each named executive officer is eligible to receive is based on the extent to which we achieve the corporate goals that our board of directors establishes each year. At the end of the year, our board of directors reviews our performance against each corporate goal and determines the extent to which we achieved each of our corporate goals.

For 2022, Mr. Kuan, Dr. Burke, and Dr. Roth were each eligible to earn a target annual bonus equal to 40%, 35%, and 35% of their respective annual base salaries.

The corporate goals the board of directors established for 2022 related to regulatory, clinical and development goals, as well as operational objectives. In February 2023, our board of directors determined that the 2022 goals were achieved at 100% of targeted levels. The board of directors awarded cash bonuses to Mr. Kuan, Dr. Burke, and Dr. Roth in the amounts of $140,000, $133,000, and $124,000, respectively.

Effective January 1, 2023, the target annual bonuses for Dr. Burke and Dr. Roth were each increased to 40% of such executive's respective annual base salary.

Equity-Based Incentive Awards

Our equity-based incentive awards are designed to align our interests and those of our stockholders with those of our employees, including our executive officers. The board of directors or an authorized committee thereof is responsible for approving equity grants.

Prior to this offering, we have granted stock options pursuant to our 2015 Equity Incentive Plan (2015 Plan) and our 2022 Incentive Award Plan (2022 Plan). Following this offering, we will grant equity awards under the terms of our 2024 Incentive Award Plan (2024 Plan). The terms of our equity plans are described below under the subsection titled "—Equity Incentive Plans" below. All options are granted with an exercise price per share that is no less than the fair market value of our common stock on the date of grant of such award as determined by our board of directors based on an independent third-party valuation. Our stock option grants generally vest over a four-year period and may be subject to acceleration of vesting and exercisability under certain termination and change in control events. In addition, from time to time our board of directors has also granted performance-based stock options, the vesting of which is tied to key clinical or regulatory milestones.

In February 2022, Mr. Kuan was granted an option to purchase 114,343 shares of our common stock pursuant to our 2015 Plan. The option has an exercise price of $0.19 per share, the fair market value on the date of grant as determined by our board of directors based on an independent third-party valuation. The option was fully vested as of the date of grant. In addition, in October 2022, Mr. Kuan was granted an option to purchase 3,900,000 shares of our common stock pursuant to our 2022 Plan. The option has an exercise price of $0.24 per share, the fair market value on the date of grant as determined by our board of directors based on an independent third-party valuation. The option vests over a period of four years, with 1/48th of the shares underlying the option vesting monthly, subject to Mr. Kuan's continuous service with us as of each such vesting date.

In February 2022, Dr. Burke and Dr. Roth were each granted an option to purchase 38,229 shares and 47,285 shares of our common stock, respectively, pursuant to our 2015 Plan. The options have an exercise price of $0.19 per share, the fair market value on the date of grant as determined by our board of directors based on an independent third-party valuation. The options were fully vested as of the date of grant. In October 2023, Mr. Kuan was granted an option to purchase 5,000,000 shares of our common stock pursuant to our 2022 Plan. The option has an exercise price of $0.70 per share, the fair market value on the date of grant as determined by

our board of directors based on an independent third-party valuation, and vests over a period of four years, with 1/48th of the shares underlying the option vesting monthly, subject to Mr. Kuan's continuous service with us as of each such vesting date.

In addition, pursuant to the Burke Transition Agreement (defined below), on August 15, 2023, Dr. Burke was granted an option to purchase 300,000 shares of our common stock pursuant to our 2022 Plan. The option has an exercise price of $0.53 per share, the fair market value on the date of grant as determined by our board of directors based on an independent third-party valuation, and vests as follows: (i) 150,000 shares vest upon the filing with the FDA of the Company's BLA with respect to cretostimogene, and (ii) 150,000 shares vest upon approval of such BLA by the FDA prior to December 31, 2026, in each case subject to Dr. Burke's continued service with the Company through such date.

Outstanding Equity Awards at 2022 Fiscal Year End

The following table presents information regarding the outstanding stock options held by each of our named executive officers as of December 31, 2022.

	Option Awards				
Name	Grant Date	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underling Unexercised Options Unexercisable[1]	Option Exercise Price ($)	Option Expiration Date
Arthur Kuan	05/25/16	1,701,000	—	$ 0.32	05/25/26
	07/12/19	5,000,000	—	$ 0.07	07/12/29
	02/23/21	123,605	—	$ 0.18	02/23/31
	04/19/21	4,764,253	—	$ 0.18	04/18/31
	02/28/22	114,343	—	$ 0.19	02/28/32
	10/19/22	—	3,737,500[2]	$ 0.24	10/19/32
James Burke, M.D.,	07/12/19	250,000	—	$ 0.07	07/12/29
	01/13/20	73,598	—	$ 0.18	01/13/30
	04/22/20	37,166	—	$ 0.18	04/22/30
	07/22/20	61,461	—	$ 0.18	07/22/30
	11/16/20	1,722,148	944,404[3]	$ 0.18	11/16/30
	11/16/20	666,638	666,638[4]	$ 0.18	11/16/30
	02/24/22	38,229	—	$ 0.19	02/24/32
Georg Roth, Ph.D.,[5]	01/13/20	60,066	—	$ 0.18	01/13/30
	04/22/20	10,339	—	$ 0.18	04/22/30
	07/22/20	50,905	—	$ 0.18	07/22/30
	11/16/20	1,148,098	629,603[3]	$ 0.18	11/16/30
	11/16/20	444,426	444,425[4]	$ 0.18	11/16/30
	02/24/22	47,285		$ 0.19	02/24/32

(1) These awards are subject to potential acceleration of vesting in connection with a qualifying termination of employment following a change in control, as described below under the subsection titled "—Employment Arrangements with our Named Executive Officers" below.

(2) The options vest over a period of four years, with 1/48th of the shares underlying the option vesting on the monthly anniversary of the vesting commencement date (December 19, 2022), subject to Mr. Kuan's continuous service with us through each such vesting date.

(3) The options vest over a period of four years, with 25% of the shares subject to the options vesting on the first anniversary of the vesting commencement date (May 1, 2020), and the remaining shares vesting in equal monthly installments thereafter over the subsequent three-year period, subject, respectively, to Dr. Burke and Dr. Roth's continuous services with us through each such vesting date.

(4) Half of the shares subject to the options vested upon the Company's closing of our Series E capital financing by December 31, 2022, and the remaining half of the shares subject to the options vest upon the completion of the Company's initial public offering or a change in control.

(5) In connection with Dr. Roth's separation from the Company on August 9, 2023, all of his unvested stock options were forfeited effective as of the separation date.

Employment Arrangements with Our Executive Officers

We have entered into employment agreements with each of our named executive officers which governs the terms of their employment with us. Pursuant to their employment agreements, Mr. Kuan, Dr. Burke and Dr. Roth are each entitled to an annual base salary of $450,000, $368,567, and $346,698, respectively (Dr. Burke and Dr. Roth's base salaries were increased to $402,401 and $367,777, respectively, effective as of January 1, 2023). In addition, in accordance with their employment agreements, Mr. Kuan, Dr. Burke and Dr. Roth are eligible to earn an annual bonus at a target amount of 40%, 35%, and 35%, respectively, (which target amounts for Dr. Burke and Dr. Roth were increased to 40% effective January 1, 2023) of their base salaries actually paid for the year to which such annual bonus relates, subject to the achievement of performance objectives as determined by our board of directors.

Regardless of the manner in which our named executive officers' employment terminates, they are entitled to receive certain accrued amounts previously earned during their employment, including unpaid salary, reimbursement of expenses owed, and accrued but unpaid paid time off and any continuation of benefits required by applicable law. In addition, our named executive officers are entitled to certain severance benefits under their employment agreements, subject to their execution of a release of claims and compliance with post-termination obligations.

Arthur Kuan

Mr. Kuan's employment agreement provides for severance benefits for certain terminations that arise during and outside a change in control period. Upon a termination without cause or a resignation for good reason outside of the period commencing upon a change in control and continuing until 18 months after such change in control (such period, the "change in control period"), Mr. Kuan is entitled to (i) an amount in cash equal to his annual base salary, payable in a lump sum, (ii) payment or reimbursement of the COBRA premiums for Mr. Kuan and his eligible dependents, or if COBRA is not available under our group health plan, a cash amount equal to such payments or reimbursements, for a maximum period of up to 12 months from the date of Mr. Kuan's termination of employment, (iii) an amount in cash equal to his target annual bonus, prorated for the portion of the year that elapsed prior to the date of Mr. Kuan's termination of employment, payable in a lump sum, and (iv) accelerated vesting of the unvested portion of Company equity awards that would have vested during the 12 months following the date of Mr. Kuan's termination of employment had he continued in employment with the Company during such period; provided, however, that any performance-based equity awards shall remain subject to attainment of the relevant performance goals.

Upon a termination without cause or a resignation for good reason within the change in control period, Mr. Kuan is entitled to (i) an amount in cash equal to his annual base salary, payable in a lump sum, (ii) payment or reimbursement of the COBRA premiums for Mr. Kuan and his eligible dependents, or if COBRA is not available under our group health plan, a cash amount equal to such payments or reimbursements, for a maximum period of up to 12 months from the date of Mr. Kuan's termination of employment, (iii) an amount in cash equal to his target annual bonus, payable in a lump sum, and (iv) full accelerated vesting of all unvested Company equity awards; provided, however, that any performance-based equity awards shall remain subject to attainment of the relevant performance goals.

James Burke, M.D.

Dr. Burke's employment agreement provided for severance benefits for certain terminations that arise during and outside a change in control period. Upon a termination without cause or a resignation for good reason outside of a change in control period (as such terms are defined below), Dr. Burke was entitled to (i) an amount in cash equal to 0.5 times his annual base salary, payable in a lump sum, and (ii) payment or reimbursement of the COBRA premiums for Dr. Burke and his eligible dependents, or if COBRA was not available under our group health plan, a cash amount equal to such payments or reimbursements, for a maximum period of up to 6 months from the date of Dr. Burke's termination of employment.

Upon a termination without cause or a resignation for good reason within 18 months after a change in control (such period, the "change in control period"), Dr. Burke was entitled to (i) an amount in cash equal to 0.75 times his annual base salary, payable in a lump sum, (ii) payment or reimbursement of the COBRA premiums for Dr. Burke and his eligible dependents, or if COBRA was not available under our group health plan, a cash amount equal to such payments or reimbursements, for a maximum period of up to 9 months from the date of Dr. Burke's termination of employment, (iii) an amount in cash equal to his target annual bonus, payable in a lump sum, and (iv) full accelerated vesting of all unvested Company equity awards; provided, however, that any performance-based equity awards would remain subject to attainment of the relevant performance goals.

Dr. Burke's employment agreement was superseded by his transition agreement, as described below.

Transition Agreement

On June 21, 2023, the Company and Dr. Burke entered into a transition agreement, which was subsequently amended and restated effective August 9, 2023 (as amended, the Burke Transition Agreement). The Burke Transition Agreement provides that Mr. Burke will continue to be employed by the Company until December 31, 2023 (the Burke Role Conversion Date). Prior to the Burke Role Conversion Date, Dr. Burke continued to serve as Chief Medical Officer of the Company until his replacement commenced employment with the Company on August 14, 2023, after which Dr. Burke serves as Senior Clinical and Scientific Advisor of the Company. In addition, prior to the Burke Role Conversion Date, Dr. Burke will continue to receive his base salary, remain eligible to participate in the Company's annual incentive program and health and welfare benefit plans, and his outstanding equity awards will continue to vest in accordance with their terms. Pursuant to the Burke Transition Agreement, Dr. Burke was also granted an option to purchase 300,000 shares of the Company's common stock. For additional details regarding the terms of this option award, see the subsection titled "—Narrative to Summary Compensation Table—Equity-Based Incentive Awards" above.

Upon the Burke Role Conversion Date, Dr. Burke will transition to a consulting position with the Company, serving as Scientific Advisor to the Chief Executive Officer. Dr. Burke's consulting services will terminate on the earliest of (i) the date the FDA approves the Company's BLA with respect to cretostimogene, (ii) December 31, 2026, (iii) the date of a Change in Control (as defined in the Burke Transition Agreement), or (iv) such earlier date on which the Burke Consulting Agreement terminates pursuant to its terms. In the event that Dr. Burke's employment with the Company terminates prior to the Burke Role Conversion Date by reason of (i) his discharge by the Company without cause, or (ii) his resignation for good reason (as such terms are defined in the Burke Transition Agreement), there will be no consulting period, but Dr. Burke will be entitled to receive the severance benefits pursuant to his employment agreement. In addition, if the Company terminates Dr. Burke's employment without cause prior to the Burke Role Conversion Date, then (i) all of Dr. Burke's unvested stock options will accelerate and vest in their entirety, except for the Second Milestone Option (as defined below) and the Third Milestone Option (as defined below), (ii) all of Dr. Burke's vested stock options, including the stock options that vest pursuant to clause (i) above, will remain exercisable until the earlier of December 31, 2026 or the original expiration date of such stock options, and (iii) the Second Milestone Option will remain outstanding until December 31, 2026 as if Dr. Burke remained a service provider to the Company during such period, and shall remain eligible to vest if the vesting conditions are satisfied prior to such date (and if it does so vest, it shall remain exercisable until the earlier of December 31, 2026 and the original expiration date of the Second Milestone Options). The "Second Milestone Option" means the stock option to purchase 666,638 shares of the Company's common stock granted to Dr. Burke on November 16, 2020 that is eligible to vest upon the occurrence of this initial public offering or a change in control. The "Third Milestone Option" means the stock option to purchase 300,000 shares of the Company's common stock granted to Dr. Burke on August 15, 2023, 50% of which is eligible to vest upon the submission of certain FDA filings on or before December 31, 2025 and 50% of which is eligible to vest upon the approval of certain FDA filings on or before December 31, 2026.

Georg Roth, Ph.D.

Employment Agreement

Dr. Roth's employment agreement provided for severance benefits for certain terminations that arise during and outside a change in control period. Upon a termination without cause or a resignation for good reason outside of a change in control period (as such terms are defined below), Dr. Roth was entitled to (i) an amount in cash equal to 0.5 times his annual base salary, payable in a lump sum, and (ii) payment or reimbursement of the COBRA premiums for Dr. Roth and his eligible dependents, or if COBRA was not available under our group health plan, a cash amount equal to such payments or reimbursements, for a maximum period of up to 6 months from the date of Dr. Roth's termination of employment.

Upon a termination without cause or a resignation for good reason within 18 months after a change in control (such period, the "change in control period"), Dr. Roth was entitled to (i) an amount in cash equal to 0.75 times his annual base salary, payable in a lump sum, (ii) payment or reimbursement of the COBRA premiums for Dr. Roth and his eligible dependents, or if COBRA was not available under our group health plan, a cash amount equal to such payments or reimbursements, a maximum period of up to 9 months from the date of Dr. Roth's termination of employment, (iii) an amount in cash equal to his target annual bonus, payable in a lump sum, and (iv) full accelerated vesting of all unvested Company equity awards; provided, however, that any performance-based equity awards would remain subject to attainment of the relevant performance goals.

Dr. Roth's employment agreement was superseded by his transition agreement, as described below.

Transition Agreement

On June 26, 2023, the Company and Dr. Roth entered into a transition agreement (the Roth Transition Agreement), which provided that Dr. Roth would continue in his position with the Company as Chief Technical Officer until the earlier of (i) September 1, 2023, and (ii) the date a successor to his position was appointed or commenced employment with the Company (the Roth Role Conversion Date). Prior to the Roth Role Conversion Date, Dr. Roth would continue to receive his base salary, remain eligible to participate in the Company's annual incentive program and health and welfare benefit plans, and his outstanding equity awards would continue to vest in accordance with their terms. Upon the Roth Role Conversion Date, Dr. Roth would transition to a consulting position with the Company, serving as CMC Advisor to the Chief Executive Officer. In the event that Dr. Roth's employment with the Company terminated prior to the Roth Role Conversion Date by reason of (i) his discharge by the Company without cause, or (ii) his resignation for good reason (as such terms are defined in the Roth Transition Agreement), there would be no consulting term, but Dr. Roth would be entitled to receive the severance benefits pursuant to his employment agreement.

Effective August 9, 2023, Dr. Roth's employment with the Company terminated and Dr. Roth and the Company entered into a separation agreement and general release executed on August 16, 2023 (the Roth Separation Agreement), as further described below.

Separation Agreement

Pursuant to the Roth Separation Agreement, in exchange for Dr. Roth's release of claims against the Company, Dr. Roth received, or will receive, the following severance benefits: (i) an amount in cash equal to 0.5 times his annual base salary, paid in a lump sum, (ii) payment or reimbursement of the COBRA premiums for Dr. Roth and his eligible dependents, or if COBRA is not available under our group health plan, a cash amount equal to such payments or reimbursements, until the earlier of February 29, 2024 or the date that he is eligible for comparable coverage from a subsequent employer, (iii) a pro-rated annual bonus for 2023 based on the portion of the year that elapsed prior to his termination of employment and upon our actual performance relative to corporate objectives for the 2023 year, payable when annual bonuses are paid to Company employees generally but no later than March 15, 2024, and (iv) an extension of the final exercise dates of certain of Dr. Roth's vested Company stock options that were granted to him in 2020 and 2022. Dr. Roth's receipt of these severance benefits is subject to and conditioned upon his continued compliance with certain restrictive covenants.

Health and Welfare Benefits; Perquisites

All of our current named executive officers are eligible to participate in our employee benefit plans, including our medical, dental, vision, disability, and life insurance plans, in each case on the same basis as all of our other employees. We generally do not provide perquisites or personal benefits to our named executive officers, except in limited circumstances. Our board of directors may elect to adopt qualified or non-qualified benefit plans in the future if it determines that doing so is in our best interests.

401(k) Plan

Our named executive officers are eligible to participate in a defined contribution retirement plan that provides eligible employees with an opportunity to save for retirement on a tax advantaged basis. Eligible employees may defer eligible compensation on a pre-tax or after-tax (Roth) basis, up to the statutorily prescribed annual limits on contributions under the Code. Contributions are allocated to each participant's individual account and are then invested in selected investment alternatives according to the participants' directions. The 401(k) plan is intended to be qualified under Section 401(a) of the Code with the 401(k) plan's related trust intended to be tax exempt under Section 501(a) of the Code. As a tax-qualified retirement plan, contributions to the 401(k) plan (except for Roth contributions) and earnings on those contributions are not taxable to the employees until distributed from the 401(k) plan. Under the 401(k) plan, we provide matching contributions equal to 100% of the first 4% of eligible compensation deferred by our employees, not to exceed 1% of an employee's eligible compensation. Our board of directors may elect to adopt qualified or nonqualified retirement plans in the future, if it determines that doing so is in our best interests.

Clawback Policy

In connection with this offering, we intend to adopt a compensation recovery policy that is compliant with the Nasdaq Listing Rules, as required by the Dodd-Frank Act.

Equity Incentive Plans

The principal features of our equity incentive plans are summarized below. These summaries are qualified in their entirety by reference to the actual text of the applicable plan, each of which is or will be filed as an exhibit to the registration statement of which this prospectus is a part.

2024 Incentive Award Plan

Prior to this offering, we intend to adopt and ask our stockholders to approve the 2024 Plan, which would become effective in connection with this offering. Under the 2024 Plan, we may grant cash and equity incentive awards to eligible service providers in order to attract, motivate and retain the talent for which we compete. The material terms of the 2024 Plan, as it is currently contemplated, are summarized below. Our board of directors is still in the process of developing, approving, and implementing the 2024 Plan and, accordingly, this summary is subject to change.

Eligibility and administration. Our employees, consultants and directors, and employees and consultants of our subsidiaries, will be eligible to receive awards under the 2024 Plan. Following our initial public offering, the 2024 Plan will generally be administered by our board of directors with respect to awards to non-employee directors and by our compensation committee with respect to other participants, each of which may delegate its duties and responsibilities to committees of our directors and/or officers (referred to collectively as the plan administrator below), subject to certain limitations that may be imposed under the 2024 Plan, Section 16 of the Exchange Act and/or stock exchange rules, as applicable. The plan administrator will have the authority to make all determinations and interpretations under, prescribe all forms for use with, and adopt rules for the administration of, the 2024 Plan, subject to its express terms and conditions. The plan administrator will also set the terms and conditions of all awards under the 2024 Plan, including any vesting and vesting acceleration conditions.

Limitation on awards and shares available. The number of shares initially available for issuance under awards granted pursuant to the 2024 Plan will be the sum of (1) approximately % of the shares of our common stock outstanding upon the closing of this offering, plus (2) any shares of our common stock which, as of the effective date of the 2024 Plan, remain available for issuance under the 2022 Plan, plus (3) any shares subject to outstanding awards under the 2015 Plan and 2022 Plan as of the effective date of the 2024 Plan that become available for issuance under the 2024 Plan thereafter in accordance with its terms. The number of shares initially available for issuance will be increased on January 1 of each calendar year beginning in 2025 and ending in 2034, by an amount equal to the lesser of (a) % of the shares of common stock outstanding on the final day of the immediately preceding calendar year and (b) such smaller number of shares as determined by our board of directors. No more than shares of common stock may be issued upon the exercise of incentive stock options under the 2024 Plan. Shares issued under the 2024 Plan may be authorized but unissued shares, shares purchased on the open market or treasury shares.

If an award under the 2024 Plan or the 2022 Plan expires, lapses or is terminated, exchanged for or settled in cash, surrendered, repurchased, cancelled without having been fully exercised or forfeited, in any case, in a manner that results in the Company acquiring shares covered by the award at a price not greater than the price paid by the participant for such shares or not issuing any shares covered by the award, any shares subject to such award will, as applicable, become or again be available for new grants under the 2024 Plan. Awards granted under the 2024 Plan upon the assumption of, or in substitution for, awards authorized or outstanding under a qualifying equity plan maintained by an entity with which we enter into a merger or similar corporate transaction will not reduce the shares available for grant under the 2024 Plan.

Awards. The 2024 Plan provides for the grant of stock options, including incentive stock options (ISOs) within the meaning of Section 422 of the Code, and nonqualified stock options (NSOs); restricted stock; dividend equivalents; restricted stock units (RSUs); stock appreciation rights (SARs); and other stock or cash-based awards. Certain awards under the 2024 Plan may constitute or provide for a deferral of compensation, subject to Section 409A of the Code, which may impose additional requirements on the terms and conditions of such awards. All awards under the 2024 Plan will be set forth in award agreements, which will detail the terms and conditions of the awards, including any applicable vesting and payment terms and post-termination exercise limitations. Awards other than cash awards generally will be settled in shares of our common stock, but the plan administrator may provide for cash settlement of any award. A brief description of each award type follows.

- *Stock options.* Stock options provide for the purchase of shares of our common stock in the future at an exercise price set on the grant date. ISOs, by contrast to NSOs, may provide tax deferral beyond exercise and favorable capital gains tax treatment to their holders if certain holding period and other requirements of the Code are satisfied. The exercise price of a stock option will not be less than 100% of the fair market value of the underlying share on the date of grant (or 110% in the case of ISOs granted to certain significant stockholders), except with respect to certain substitute options granted in connection with a corporate transaction. The term of a stock option may not be longer than ten years (or five years in the case of ISOs granted to certain significant stockholders). Vesting conditions determined by the plan administrator may apply to stock options and may include continued service, performance and/or other conditions. ISOs generally may be granted only to our employees and employees of our parent or subsidiary corporations, if any.
- *SARs.* SARs entitle their holder, upon exercise, to receive from us an amount equal to the appreciation of the shares subject to the award between the grant date and the exercise date. The exercise price of a SAR will not be less than 100% of the fair market value of the underlying share on the date of grant (except with respect to certain substitute SARs granted in connection with a corporate transaction), and the term of a SAR may not be longer than ten years. Vesting conditions determined by the plan administrator may apply to SARs and may include continued service, performance and/or other conditions.
- *Restricted stock and RSUs.* Restricted stock is an award of nontransferable shares of our common stock that remain forfeitable unless and until specified conditions are met, and which may be subject to a

purchase price. RSUs are contractual promises to deliver shares of our common stock in the future, which may also remain forfeitable unless and until specified conditions are met. Delivery of the shares underlying RSUs may be deferred under the terms of the award or at the election of the participant, if the plan administrator permits such a deferral. Conditions applicable to restricted stock and RSUs may be based on continuing service, the attainment of performance goals and/or such other conditions as the plan administrator may determine.

- *Other stock or cash-based awards.* Other stock or cash-based awards are awards of cash, fully vested shares of our common stock and other awards valued wholly or partially by referring to, or otherwise based on, shares of our common stock. Other stock or cash-based awards may be granted to participants and may also be available as a payment form in the settlement of other awards, as standalone payments and as payment in lieu of base salary, bonus, fees, or other cash compensation otherwise payable to any individual who is eligible to receive awards. The plan administrator will determine the terms and conditions of other stock or cash-based awards, which may include vesting conditions based on continued service, performance and/or other conditions.
- *Dividend equivalents.* RSUs or other stock and cash-based awards may be accompanied by the right to receive the equivalent value of dividends paid on shares of our common stock prior to the delivery of the underlying shares. Such dividend equivalents will only be paid out to the extent that any vesting conditions are subsequently satisfied, unless otherwise determined by the plan administrator. No dividend equivalents will be payable on stock options or SARs.

Performance awards. Performance awards include any of the foregoing awards that are granted subject to vesting and/or payment based on the attainment of specified performance goals or other criteria the plan administrator may determine, which may or may not be objectively determinable. Performance criteria upon which performance goals are established by the plan administrator may include: net earnings or losses (either before or after one or more of interest, taxes, depreciation, amortization and non-cash equity-based compensation expense); gross or net sales or revenue or sales or revenue growth; net income (either before or after taxes) or adjusted net income; profits (including, but not limited to, gross profits, net profits, profit growth, net operation profit or economic profit), profit return ratios or operating margin; budget or operating earnings (either before or after taxes or before or after allocation of corporate overhead and bonus); cash flow (including operating cash flow and free cash flow or cash flow return on capital); return on assets; return on capital or invested capital; cost of capital; return on stockholders' equity; total stockholder return; return on sales; costs, reductions in costs and cost control measures; expenses; working capital; earnings or loss per share; adjusted earnings or loss per share; price per share or dividends per share (or appreciation in or maintenance of such price or dividends); regulatory achievements or compliance; implementation, completion or attainment of objectives relating to research, development, regulatory, commercial or strategic milestones or developments; market share; economic value or economic value added models; division, group or corporate financial goals; customer satisfaction/growth; customer service; employee satisfaction; recruitment and maintenance of personnel; human capital management (including diversity and inclusion); supervision of litigation and other legal matters; strategic partnerships and transactions; financial ratios (including those measuring liquidity, activity, profitability or leverage); debt levels or reductions; sales-related goals; financing and other capital raising transactions; cash on hand; acquisition activity; investment sourcing activity; and marketing initiatives, any of which may be measured in absolute terms or as compared to any incremental increase or decrease. Such performance goals also may be based solely by reference to our performance or the performance of a subsidiary, division, business segment or business unit, or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies.

Director compensation. The 2024 Plan provides that the plan administrator may establish compensation for non-employee directors from time to time subject to the 2024 Plan's limitations. Prior to this offering, our stockholders will approve the initial terms of our non-employee director compensation program, which is described below under the subsection titled "—Director Compensation." Our board of directors or its authorized committee may modify the non-employee director compensation program from time to time in the exercise of its

business judgment, taking into account such factors, circumstances and considerations as it deems relevant from time to time, provided that the sum of any cash compensation or other compensation and the grant date fair value (as determined in accordance with FASB ASC 718, or any successor thereto) of any equity awards granted as compensation for services as a non-employee director during any calendar year may not exceed $, increased to $ in the calendar year of a non-employee director's initial service as a non-employee director or during which a non-employee director serves as chair of our board of directors or lead independent director (which limits will not apply to the compensation for any non-employee director who serves in any capacity in addition to that of a non-employee director for which he or she receives additional compensation or any compensation paid to any non-employee director prior to the calendar year following the calendar year in which this offering occurs). The plan administrator may make exceptions to this limit for individual non-employee directors in such circumstances as the plan administrator may determine in its discretion, provided that the non-employee director receiving such additional compensation may not participate in the decision to award such compensation or in other contemporaneous compensation decisions involving non-employee directors.

Certain transactions. In connection with certain transactions and events affecting our common stock, including a change in control (as defined below), or change in any applicable laws or accounting principles, the plan administrator has broad discretion to act under the 2024 Plan to prevent the dilution or enlargement of intended benefits, facilitate such transaction or event, or give effect to such change in applicable laws or accounting principles. This includes canceling awards in exchange for either an amount in cash or other property with a value equal to the amount that would have been obtained upon exercise or settlement of the vested portion of such award or realization of the participant's rights under the vested portion of such award, accelerating the vesting of awards, providing for the assumption or substitution of awards by a successor entity, adjusting the number and type of shares available, replacing awards with other rights or property or terminating awards under the 2024 Plan. In the event of a change in control where the acquirer does not assume awards granted under the 2024 Plan, awards issued under the 2024 Plan will be subject to accelerated vesting such that 100% of the awards will become vested and exercisable or payable, as applicable. In addition, in the event of certain non-reciprocal transactions with our stockholders (an equity restructuring) the plan administrator will make equitable adjustments to the 2024 Plan and outstanding awards as it deems appropriate to reflect the equity restructuring.

For purposes of the 2024 Plan, a "change in control" means and includes each of the following:

- a transaction or series of transactions whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than our company or our subsidiaries or any employee benefit plan maintained by us or any of our subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, us) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of our securities possessing more than 50% of the total combined voting power of our securities outstanding immediately after such acquisition; or
- during any period of two consecutive years, individuals who, at the beginning of such period, constitute our board of directors together with any new directors (other than a director designated by a person who has entered into an agreement with us to effect a change in control transaction) whose election by our board of directors or nomination for election by our stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or
- the consummation by us (whether directly or indirectly) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of our assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:
- which results in our voting securities outstanding immediately before the transaction continuing to represent either by remaining outstanding or by being converted into voting securities of the company

or the person that, as a result of the transaction, controls, directly or indirectly, the company or owns, directly or indirectly, all or substantially all of our assets or otherwise succeeds to our business, directly or indirectly, at least a majority of the combined voting power of the successor entity's outstanding voting securities immediately after the transaction, and

- after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the successor entity; provided, however, that no person or group will be treated as beneficially owning 50% or more of the combined voting power of the successor entity solely as a result of the voting power held in our company prior to the consummation of the transaction.

Foreign participants, clawback provisions, transferability, and participant payments. With respect to foreign participants, the plan administrator may modify award terms, establish subplans and/or adjust other terms and conditions of awards, subject to the share limits described above. All awards will be subject to the provisions of any clawback policy implemented by our company and to the extent set forth in such clawback policy or in the applicable award agreement. With limited exceptions for estate planning, domestic relations orders, certain beneficiary designations and the laws of descent and distribution, awards under the 2024 Plan are generally nontransferable prior to vesting and are exercisable only by the participant. With regard to tax withholding obligations arising in connection with awards under the 2024 Plan and exercise price obligations arising in connection with the exercise of stock options under the 2024 Plan, the plan administrator may, in its discretion, accept cash, wire transfer, or check, shares of our common stock that meet specified conditions (a market sell order) or such other consideration as it deems suitable or any combination of the foregoing.

Plan amendment and termination. Our board of directors may amend, suspend, or terminate the 2024 Plan at any time; however, except in connection with certain changes in our capital structure, stockholder approval will be required for any amendment that increases the number of shares available under the 2024 Plan. The plan administrator will have the authority, without the approval of our stockholders, to amend any outstanding stock option or SAR to reduce its exercise price per share. No award may be granted pursuant to the 2024 Plan after the tenth anniversary of the date on which our board of directors adopts the 2024 Plan.

2022 Incentive Award Plan

Our board of directors and our stockholders have adopted and approved the 2022 Plan, effective as of September 30, 2022.

As of September 30, 2023, a total of shares are subject to issued and outstanding stock options granted under the 2022 Plan and a total of shares remain available for issuance under the 2022 Plan.

If an award under the 2022 Plan or the 2015 Plan expires, lapses or is terminated, exchanged for or settled in cash, surrendered, repurchased, cancelled without having been fully exercised or forfeited, in any case, in a manner that results in the Company acquiring shares covered by the award at a price not greater than the price paid by the participant for such shares or not issuing any shares covered by the award, any shares subject to such award will, as applicable, become or again be available for new grants under the 2022 Plan. Awards granted under the 2022 Plan upon the assumption of, or in substitution for, awards authorized or outstanding under a qualifying equity plan maintained by an entity with which we enter into a merger or similar corporate transaction will not reduce the shares available for grant under the 2022 Plan.

After the effective date of the 2024 Plan, no additional awards will be granted under the 2022 Plan. However, the 2022 Plan will continue to govern the terms and conditions of the outstanding awards granted under it. Shares of our common stock subject to awards granted under the 2022 Plan that expire, lapse or are terminated, exchanged for cash, surrendered, repurchased, or forfeited following the effective date of the 2022 Plan will be available for issuance under the 2024 Plan in accordance with its terms.

Eligibility and administration. Our employees, consultants and directors, and employees and consultants of our subsidiaries, are eligible to receive awards under the 2022 Plan. The 2022 Plan is administered by our compensation committee, which may delegate its duties and responsibilities to committees of our directors and/or officers (referred to collectively as the plan administrator below), subject to certain limitations that may be imposed under the 2022 Plan. The plan administrator will have the authority to make all determinations and interpretations under, prescribe all forms for use with, and adopt rules for the administration of, the 2022 Plan, subject to its express terms and conditions. The plan administrator also sets the terms and conditions of all awards under the 2022 Plan, including any vesting and vesting acceleration conditions.

Awards. The 2022 Plan provides for the grant of stock options, including incentive stock options (ISOs) within the meaning of Section 422 of the Code, and nonqualified stock options (NSOs); restricted stock; dividend equivalents; restricted stock units (RSUs); stock appreciation rights (SARs); and other stock or cash-based awards. Certain awards under the 2022 Plan may constitute or provide for a deferral of compensation, subject to Section 409A of the Code, which may impose additional requirements on the terms and conditions of such awards. All awards under the 2022 Plan will be set forth in award agreements, which will detail the terms and conditions of the awards, including any applicable vesting and payment terms and post-termination exercise limitations. Awards other than cash awards generally will be settled in shares of our common stock, but the plan administrator may provide for cash settlement of any award. A brief description of each award type follows.

- *Stock options.* Stock options provide for the purchase of shares of our common stock in the future at an exercise price set on the grant date. ISOs, by contrast to NSOs, may provide tax deferral beyond exercise and favorable capital gains tax treatment to their holders if certain holding period and other requirements of the Code are satisfied. The exercise price of a stock option will not be less than 100% of the fair market value of the underlying share on the date of grant (or 110% in the case of ISOs granted to certain significant stockholders), except with respect to certain substitute options granted in connection with a corporate transaction. The term of a stock option may not be longer than ten years (or five years in the case of ISOs granted to certain significant stockholders). Vesting conditions determined by the plan administrator may apply to stock options and may include continued service, performance and/or other conditions. ISOs generally may be granted only to our employees and employees of our parent or subsidiary corporations, if any.
- *SARs.* SARs entitle their holder, upon exercise, to receive from us an amount equal to the appreciation of the shares subject to the award between the grant date and the exercise date. The exercise price of a SAR will not be less than 100% of the fair market value of the underlying share on the date of grant (except with respect to certain substitute SARs granted in connection with a corporate transaction), and the term of a SAR may not be longer than ten years. Vesting conditions determined by the plan administrator may apply to SARs and may include continued service, performance and/or other conditions.
- *Restricted stock and RSUs.* Restricted stock is an award of nontransferable shares of our common stock that remain forfeitable unless and until specified conditions are met, and which may be subject to a purchase price. RSUs are contractual promises to deliver shares of our common stock in the future, which may also remain forfeitable unless and until specified conditions are met. Delivery of the shares underlying RSUs may be deferred under the terms of the award or at the election of the participant, if the plan administrator permits such a deferral. Conditions applicable to restricted stock and RSUs may be based on continuing service, the attainment of performance goals and/or such other conditions as the plan administrator may determine.
- *Other stock or cash-based awards.* Other stock or cash-based awards are awards of cash, fully vested shares of our common stock and other awards valued wholly or partially by referring to, or otherwise based on, shares of our common stock. Other stock or cash-based awards may be granted to participants and may also be available as a payment form in the settlement of other awards, as standalone payments and as payment in lieu of base salary, bonus, fees, or other cash compensation otherwise payable to any individual who is eligible to receive awards. The plan administrator will

determine the terms and conditions of other stock or cash-based awards, which may include vesting conditions based on continued service, performance and/or other conditions.

- *Dividend equivalents.* RSUs or other stock and cash-based awards may be accompanied by the right to receive the equivalent value of dividends paid on shares of our common stock prior to the delivery of the underlying shares. Such dividend equivalents will only be paid out to the extent that any vesting conditions are subsequently satisfied, unless otherwise determined by the plan administrator. No dividend equivalents will be payable on stock options or SARs.

Performance awards. Performance awards include any of the foregoing awards that are granted subject to vesting and/or payment based on the attainment of specified performance goals or other criteria the plan administrator may determine, which may or may not be objectively determinable. Performance criteria upon which performance goals are established by the plan administrator may include: net earnings or losses (either before or after one or more of interest, taxes, depreciation, amortization and non-cash equity-based compensation expense); gross or net sales or revenue or sales or revenue growth; net income (either before or after taxes) or adjusted net income; profits (including, but not limited to, gross profits, net profits, profit growth, net operation profit or economic profit), profit return ratios or operating margin; budget or operating earnings (either before or after taxes or before or after allocation of corporate overhead and bonus); cash flow (including operating cash flow and free cash flow or cash flow return on capital); return on assets; return on capital or invested capital; cost of capital; return on stockholders' equity; total stockholder return; return on sales; costs, reductions in costs and cost control measures; expenses; working capital; earnings or loss per share; adjusted earnings or loss per share; price per share or dividends per share (or appreciation in or maintenance of such price or dividends); regulatory achievements or compliance; implementation, completion or attainment of objectives relating to research, development, regulatory, commercial or strategic milestones or developments; market share; economic value or economic value added models; division, group or corporate financial goals; customer satisfaction/growth; customer service; employee satisfaction; recruitment and maintenance of personnel; human capital management (including diversity and inclusion); supervision of litigation and other legal matters; strategic partnerships and transactions; financial ratios (including those measuring liquidity, activity, profitability or leverage); debt levels or reductions; sales-related goals; financing and other capital raising transactions; cash on hand; acquisition activity; investment sourcing activity; and marketing initiatives, any of which may be measured in absolute terms or as compared to any incremental increase or decrease. Such performance goals also may be based solely by reference to our performance or the performance of a subsidiary, division, business segment or business unit, or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies.

Director compensation. The 2022 Plan provides that the plan administrator may establish compensation for non-employee directors from time to time subject to the 2022 Plan's limitations. Our board of directors or its authorized committee may modify the non-employee director compensation program from time to time in the exercise of its business judgment, taking into account such factors, circumstances and considerations as it deems relevant from time to time.

Certain transactions. In connection with certain transactions and events affecting our common stock, including a change in control (as defined below), or change in any applicable laws or accounting principles, the plan administrator has broad discretion to act under the 2022 Plan to prevent the dilution or enlargement of intended benefits, facilitate such transaction or event, or give effect to such change in applicable laws or accounting principles. This includes canceling awards in exchange for either an amount in cash or other property with a value equal to the amount that would have been obtained upon exercise or settlement of the vested portion of such award or realization of the participant's rights under the vested portion of such award, accelerating the vesting of awards, providing for the assumption or substitution of awards by a successor entity, adjusting the number and type of shares available, replacing awards with other rights or property or terminating awards under the 2022 Plan. In the event of a change in control where the acquirer does not assume awards granted under the 2022 Plan, awards issued under the 2022 Plan will be subject to accelerated vesting such that 100% of the awards

will become vested and exercisable or payable, as applicable. In addition, in the event of certain non-reciprocal transactions with our stockholders (an equity restructuring) the plan administrator will make equitable adjustments to the 2022 Plan and outstanding awards as it deems appropriate to reflect the equity restructuring.

For purposes of the 2022 Plan, a "change in control" means and includes each of the following:

- a transaction or series of transactions whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than our company or our subsidiaries or any employee benefit plan maintained by us or any of our subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, us) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of our securities possessing more than 50% of the total combined voting power of our securities outstanding immediately after such acquisition; or
- during any period of two consecutive years, individuals who, at the beginning of such period, constitute our board of directors together with any new directors (other than a director designated by a person who has entered into an agreement with us to effect a change in control transaction) whose election by our board of directors or nomination for election by our stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or
- the consummation by us (whether directly or indirectly) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of our assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:
- which results in our voting securities outstanding immediately before the transaction continuing to represent either by remaining outstanding or by being converted into voting securities of the company or the person that, as a result of the transaction, controls, directly or indirectly, the company or owns, directly or indirectly, all or substantially all of our assets or otherwise succeeds to our business, directly or indirectly, at least a majority of the combined voting power of the successor entity's outstanding voting securities immediately after the transaction, and
- after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the successor entity; provided, however, that no person or group will be treated as beneficially owning 50% or more of the combined voting power of the successor entity solely as a result of the voting power held in our company prior to the consummation of the transaction.

Foreign participants, clawback provisions, transferability, and participant payments. With respect to foreign participants, the plan administrator may modify award terms, establish subplans and/or adjust other terms and conditions of awards, subject to the share limits described above. All awards will be subject to the provisions of any clawback policy implemented by our company and to the extent set forth in such clawback policy or in the applicable award agreement. With limited exceptions for estate planning, domestic relations orders, certain beneficiary designations and the laws of descent and distribution, awards under the 2022 Plan are generally nontransferable prior to vesting and are exercisable only by the participant. With regard to tax withholding obligations arising in connection with awards under the 2022 Plan and exercise price obligations arising in connection with the exercise of stock options under the 2022 Plan, the plan administrator may, in its discretion, accept cash, wire transfer, or check, shares of our common stock that meet specified conditions (a market sell order) or such other consideration as it deems suitable or any combination of the foregoing.

Plan amendment and termination. Our board of directors may amend, suspend, or terminate the 2022 Plan at any time; however, except in connection with certain changes in our capital structure, stockholder approval will be required for any amendment that increases the number of shares available under the 2022 Plan. The plan

administrator will have the authority, without the approval of our stockholders, to amend any outstanding stock option or SAR to reduce its exercise price per share. After the effective date of the 2024 Plan, no additional awards will be granted under the 2022 Plan. However, the 2022 Plan will continue to govern the terms and conditions of the outstanding awards granted under it.

2015 Equity Incentive Plan

Our board of directors and our stockholders have adopted and approved the 2015 Equity Incentive Plan, effective as of July 28, 2015.

As of September 30, 2023, a total of shares are subject to issued and outstanding stock options granted under the 2015 Plan.

After the effective date of the 2022 Plan, no additional awards were granted under the 2015 Plan and the 2015 Plan was terminated. However, the 2015 Plan will continue to govern the terms and conditions of the outstanding awards granted under it. Shares of our common stock subject to awards granted under the 2015 Plan that expire, lapse or are terminated, exchanged for cash, surrendered, repurchased, or forfeited following the effective date of the 2015 Plan will be available for issuance under the 2022 Plan in accordance with its terms.

Administration. Our compensation committee administers the 2015 Plan unless it delegates authority for administration of the plan. Subject to the terms and conditions of the 2015 Plan, the administrator has the authority to select the persons to whom awards are to be made, to determine the type or types of awards to be granted to each person, determine the number of awards to grant, determine the number of shares to be subject to such awards, and the terms and conditions of such awards, and make all other determinations and decisions and to take all other actions necessary or advisable for the administration of the 2015 Plan. The plan administrator is also authorized to establish, adopt, amend, or revise rules relating to administration of the 2015 Plan, subject to certain restrictions.

Eligibility. Awards under the 2015 Plan may be granted to individuals who are then our employees, consultants, and members of our board of directors and our subsidiaries. Only employees may be granted ISOs.

Awards. The 2015 Plan provides that our administrator may grant or issue stock options (including NSOs and ISOs) and restricted stock. The administrator considers each award grant subjectively, considering factors such as the individual performance of the recipient and the anticipated contribution of the recipient to the attainment of our long-term goals. Each award is set forth in a separate agreement with the person receiving the award and indicates the type, terms, and conditions of the award.

Certain Transactions; Change in Control. The plan administrator has broad discretion to equitably adjust the provisions of the 2015 Plan and the terms and conditions of existing and future awards, including with respect to aggregate number and type of shares subject to the 2015 Plan and awards granted pursuant to the 2015 Plan, to prevent the dilution or enlargement of intended benefits and/or facilitate necessary or desirable changes in the event of certain transactions and events affecting our common stock, such as stock dividends, stock splits, mergers, acquisitions, consolidations and other corporate transactions. The plan administrator may also provide for the acceleration, cash-out, termination, assumption, substitution, or conversion of awards in the event of a change in control, a merger of the Company with or into another corporation or other entity occurs or certain other unusual or nonrecurring events or transactions. In addition, in the event of certain non-reciprocal transactions with our stockholders, or an “equity restructuring,” the plan administrator will make equitable adjustments to the 2015 Plan and outstanding awards as it deems appropriate to reflect the equity restructuring.

Termination. Upon the effectiveness of our 2022 Plan, our board of directors terminated the 2015 Plan.

2024 Employee Stock Purchase Plan

Effective the day prior to the first public trading date of our common stock, we intend to adopt and ask our stockholders to approve the CG Oncology, Inc. 2024 Employee Stock Purchase Program (the ESPP), the material terms of which, as it is currently contemplated, are summarized below. Our board of directors is still in the process of developing, approving, and implementing the ESPP and, accordingly, this summary is subject to change.

The ESPP is comprised of two distinct components in order to provide increased flexibility to grant options to purchase shares under the ESPP to U.S. and to non-U.S. employees. Specifically, the ESPP authorizes (1) the grant of options to U.S. employees that are intended to qualify for favorable U.S. federal tax treatment under Section 423 of the Code, (the Section 423 Component), and (2) the grant of options that are not intended to be tax-qualified under Section 423 of the Code to facilitate participation for employees located outside of the U.S. who do not benefit from favorable U.S. federal tax treatment and to provide flexibility to comply with non-U.S. law and other considerations (the Non-Section 423 Component). Where permitted under local law and custom, we expect that the Non-Section 423 Component will generally be operated and administered on terms and conditions similar to the Section 423 Component.

Shares available for awards; administration. A total of shares of our common stock will initially be reserved for issuance under the ESPP. In addition, the number of shares available for issuance under the ESPP will be annually increased on January 1 of each calendar year beginning in 2025 and ending in and including 2034, by an amount equal to the lesser of (A) % of the shares outstanding on the final day of the immediately preceding calendar year and (B) such smaller number of shares as is determined by our board of directors, provided that no more than shares of our common stock may be issued under the Section 423 Component. Our board of directors or a committee of our board of directors will administer and will have authority to interpret the terms of the ESPP and determine eligibility of participants. We expect that the compensation committee will be the initial administrator of the ESPP (referred to as the plan administrator below).

Eligibility. We expect that all of our employees will be eligible to participate in the ESPP. However, an employee may not be granted rights to purchase stock under the ESPP if the employee, immediately after the grant, would own (directly or through attribution) stock possessing 5% or more of the total combined voting power or value of all classes of our stock.

Grant of rights. Stock will be offered under the ESPP during offering periods. The length of the offering periods under the ESPP will be determined by the plan administrator and may be up to twenty-seven months long. Employee payroll deductions will be used to purchase shares on each purchase date during an offering period. The purchase dates for each offering period will be the final trading day in the offering period. Offering periods under the ESPP will commence when determined by the plan administrator. The plan administrator may, in its discretion, modify the terms of future offering periods. In non-U.S. jurisdictions where participation in the ESPP through payroll deductions is prohibited, the plan administrator may provide that an eligible employee may elect to participate through contributions to the participant's account under the ESPP in a form acceptable to the plan administrator in lieu of or in addition to payroll deductions.

The ESPP permits participants to purchase common stock through payroll deductions of up to a specified percentage of their eligible compensation. The plan administrator will establish a maximum number of shares that may be purchased by a participant during any offering period. In addition, no employee will be permitted to accrue the right to purchase stock under the Section 423 Component at a rate in excess of $25,000 worth of shares during any calendar year during which such a purchase right is outstanding (based on the fair market value per share of our common stock as of the first day of the offering period).

On the first trading day of each offering period, each participant will automatically be granted an option to purchase shares of our common stock. The option will expire at the end of the applicable offering period and will

be exercised at that time to the extent of the payroll deductions accumulated during the offering period. The purchase price of the shares, in the absence of a contrary designation, will be 85% of the lower of the fair market value of our common stock on the first trading day of the offering period or on the purchase date. Participants may voluntarily end their participation in the ESPP at any time during a specified period prior to the end of the applicable offering period and will be paid their accrued payroll deductions that have not yet been used to purchase shares of common stock. Participation ends automatically upon a participant's termination of employment.

A participant may not transfer rights granted under the ESPP other than by will or the laws of descent and distribution, and such rights are generally exercisable only by the participant.

Certain transactions. In the event of certain non-reciprocal transactions or events affecting our common stock, the plan administrator will make equitable adjustments to the ESPP and outstanding rights. In the event of certain unusual or non-recurring events or transactions, including a change in control, the plan administrator may provide for (1) either the replacement of outstanding rights with other rights or property or termination of outstanding rights in exchange for cash, (2) the assumption or substitution of outstanding rights by the successor or survivor corporation or parent or subsidiary thereof, if any, (3) the adjustment in the number and type of shares of stock subject to outstanding rights, (4) the use of participants' accumulated payroll deductions to purchase stock on a new purchase date prior to the next scheduled purchase date and termination of any rights under ongoing offering periods or (5) the termination of all outstanding rights.

Plan amendment. The plan administrator may amend, suspend, or terminate the ESPP at any time. However, stockholder approval will be obtained for any amendment that increases the aggregate number or changes the type of shares that may be sold pursuant to rights under the ESPP or changes the corporations or classes of corporations whose employees are eligible to participate in the ESPP.

Non-Employee Director Compensation

We provide a $36,000 cash retainer, paid in quarterly installments, to certain directors for their service on our board. We also have a policy of reimbursing all of our non-employee directors for their reasonable out-of-pocket expenses in connection with attending board of directors and committee meetings.

In addition, we also from time to time provide equity compensation to certain directors for their service on our board. On June 14, 2023, Drs. Mulé and Post were granted options to purchase 75,000 shares and 150,000 shares, respectively, of our common stock. The options have an exercise price of $0.39 per share, the fair market value on the date of grant as determined by our board based on an independent third-party valuation. The options vest over a period of three years in equal monthly installments beginning on the first monthly anniversary of the vesting commencement date (June 14, 2023), subject to Dr. Mulé and Dr. Post's continuous service with us as of each such vesting date.

In the year ended December 31, 2022, we did not provide any equity compensation to our non-employee directors.

Name	Fees Earned or Paid in Cash ($)	Option Awards ($)	All Other Compensation ($)	Total ($)
Brian Liu	—	—	—	—
James J. Mulé, IPh.D.[1]	36,000	—	—	36,000
Osamu Nakanishi, Ph.D.[2]	—	—	—	—
Leonard Post, Ph.D.	36,000	—	—	36,000
Jue Pu[3]	—	—	—	—
Simone Song	—	—	—	—
Victor Tong, Jr.	—	—	—	—

(1) As of December 31, 2022, Drs. Mulé and Post each held options to purchase 257,593 shares and 1,287,964 shares, respectively, of the Company's common stock.
(2) Dr. Nakanishi ceased serving as a director in October 2023.
(3) Ms. Pu ceased serving as a director in October 2023.

Post-IPO Director Compensation Program

In connection with this offering, we intend to adopt and ask our stockholders to approve the initial terms of our non-employee director compensation program. The material terms of the non-employee director compensation program, as it is currently contemplated, are summarized below.

The non-employee director compensation program will provide for annual retainer fees and/or long-term equity awards for our non-employee directors. We expect each non-employee director will receive an annual retainer of $, with the non-employee director serving as chair of the board or lead independent director receiving an additional annual retainer of $. The non-employee directors serving as the chairs of the audit, compensation and nominating and corporate governance committees will receive additional annual retainers of $, $ and $, respectively. Non-employee directors serving as members of the audit, compensation and nominating and corporate governance committees will receive additional annual retainers of $, $ and $ respectively. Non-employee directors commencing service following this offering will also receive initial grants of options to purchase shares of our common stock, vesting over three years, upon election or appointment to the board of directors. Each year on the date of each annual meeting, each non-employee director will receive an annual grant of options to purchase shares of our common stock, vesting in substantially equal monthly installments over the 12 months following the date of grant (or, in the event the next annual meeting of our stockholders occurs prior to the first anniversary of the date of grant, any remaining unvested portion of the annual award will vest on the date of such annual meeting of our stockholders). Awards to our non-employee directors will also vest in the event of a change in control.

Compensation under our non-employee director compensation program will be subject to the annual limits on non-employee director compensation set forth in the 2024 Plan, as described above. Our board of directors or its authorized committee may modify the non-employee director compensation program from time to time in the exercise of its business judgment, taking into account such factors, circumstances and considerations as it shall deem relevant from time to time, subject to the annual limit on non-employee director compensation set forth in the 2024 Plan (which limits will not apply to any non-employee director that serves in any additional capacity with the company for which he or she receives compensation or any compensation paid to any non-employee director prior to the calendar year following the calendar year in which this offering occurs). As provided in the 2024 Plan, our board of directors or its authorized committee may make exceptions to this limit for individual non-employee directors in extraordinary circumstances, as the board of directors or its authorized committee may determine in its discretion, provided that the non-employee director receiving such additional compensation may not participate in the decision to award such compensation or in other compensation decisions involving non-employee directors.

Limitations of Liability and Indemnification Matters

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that we will indemnify our directors and officers to the fullest extent permitted by the Delaware General Corporation Law, which prohibits our amended and restated certificate of incorporation from limiting the liability of our directors for the following:

- any breach of the director's duty of loyalty to us or our stockholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

- unlawful payment of dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

Our amended and restated certificate of incorporation and our amended and restated bylaws also provide that if Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of a director, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law, as so amended. This limitation of liability does not apply to liabilities arising under the federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our amended and restated certificate of incorporation and our amended and restated bylaws also provide that we shall have the power to indemnify our employees and agents to the fullest extent permitted by law. Our amended and restated bylaws also permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in this capacity, regardless of whether our amended and restated bylaws would permit indemnification. We have obtained directors' and officers' liability insurance.

We have entered into separate indemnification agreements with our directors and executive officers, in addition to indemnification provided for in our amended and restated certificate of incorporation and amended and restated bylaws. These agreements, among other things, provide for indemnification of our directors and executive officers for expenses, judgments, fines and settlement amounts incurred by this person in any action or proceeding arising out of this person's services as a director or executive officer or at our request. We believe that these provisions in our amended and restated certificate of incorporation and amended and restated bylaws and indemnification agreements are necessary to attract and retain qualified persons as directors and executive officers.

The above description of the indemnification provisions of our amended and restated certificate of incorporation, our amended and restated bylaws and our indemnification agreements is not complete and is qualified in its entirety by reference to these documents, each of which is filed as an exhibit to the registration statement of which this prospectus is a part.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. A stockholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Insofar as indemnification for liabilities under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. There is no pending litigation or proceeding naming any of our directors or officers as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

The following includes a summary of transactions since January 1, 2020 to which we have been a party in which the amount involved exceeded or will exceed the lesser of $120,000 and one percent of the average of our total assets as of December 31, 2021 and 2022, and in which any of our directors, executive officers or, to our knowledge, beneficial owners of more than 5% of our capital stock or any member of the immediate family of any of the foregoing persons had or will have a direct or indirect material interest, other than equity and other compensation, termination, change in control and other arrangements, which are described in the section titled "Executive and Director Compensation." We also describe below certain other transactions with our directors, executive officers and stockholders.

Redeemable Convertible Preferred Stock Financings

Series D Redeemable Convertible Preferred Stock Financing. In March 2020 we entered into a Series D redeemable convertible preferred stock purchase agreement, as amended in June 2020, pursuant to which in closings between April 2020 and October 2020 we sold to investors, in private placements, an aggregate of 53,271,754 shares of Series D redeemable convertible preferred stock. The per share purchase price was $0.8879, and we received gross proceeds of approximately $47 million.

Series E Redeemable Convertible Preferred Stock Financing. In September 2022, we entered into a Series E redeemable convertible preferred stock purchase agreement, pursuant to which in closings in September 2022 and October 2022 we sold to investors, in private placements, an aggregate of 112,422,700 shares of Series E redeemable convertible preferred stock. The per share purchase price was $1.0674, and we received gross proceeds of approximately $120 million.

Series F Redeemable Convertible Preferred Stock Financing. In July 2023, we entered into a Series F redeemable convertible preferred stock purchase agreement, pursuant to which in July 2023 we sold to investors, in private placements, an aggregate of 81,587,937 shares of Series F redeemable convertible preferred stock. The per share purchase price was $1.2872, and we received gross proceeds of approximately $105 million.

The following table sets forth the aggregate number of shares acquired by the listed directors, executive officers or holders of more than 5% of our capital stock, or their affiliates. Each outstanding share of redeemable convertible preferred stock identified in the table below will convert into shares of common stock at a ratio of one-for-one immediately prior to the closing of this offering.

Participants	Series D Redeemable Convertible Preferred Stock	Series E Redeemable Convertible Preferred Stock	Series F Redeemable Convertible Preferred Stock
5% or greater stockholders[1]			
Entities affiliated with ORI Capital[2]	3,378,758	37,474,236	—
Decheng Capital Global Life Sciences Fund IV, L.P.[3]	—	21,547,685	4,402,320
Entities affiliated with Foresite Capital[4]	—	—	23,306,401
Kissei Pharmaceutical Co., Ltd.	33,787,589	—	—
Entities affiliated with Longitude Venture Partners[5]	—	21,547,685	4,402,320
TCG Crossover Fund I, L.P.	—	—	23,306,401

(1) Additional details regarding these stockholders and their equity holdings are provided in the section titled "Principal Stockholders."
(2) Represents securities acquired by Abundant Supply Global Limited and Charming Jade Limited. Simone Song is a Founder and Senior Partner at ORI Capital and a member of our board of directors.
(3) Victor Tong, Jr. is a Managing Director at Decheng and a member of our board of directors.
(4) Represents securities acquired by Foresite Capital Fund V, L.P., Foresite Capital Fund VI, L.P. and Foresite Capital Opportunity Fund V, L.P.

(5) Represents securities acquired by Longitude Prime Fund, L.P. and Longitude Venture Partners IV, L.P. Brian Liu, M.D. is a Managing Director at Longitude Capital Management and a member of our board of directors.

Secondary Stock Sales

In October 2023, Abundant Supply Global Limited, an entity affiliated with ORI Capital, a greater than 5% stockholder of our company, entered into stock transfer agreements with certain other holders of our capital stock pursuant to which Abundant Supply Global Limited sold an aggregate of 27,190,800 shares of Series C redeemable convertible preferred stock at a purchase price of $1.2872 per share for an aggregate purchase price of $34,999,997.84 (the ASGL Secondary Sales). In connection with these transactions, Abundant Supply Global Limited sold 3,107,520 shares of Series C redeemable convertible preferred stock to Decheng Capital Global Life Sciences Fund IV, L.P., a greater than 5% stockholder of our company (Decheng Capital Global), 3,107,520 shares of Series C redeemable convertible preferred stock to TCG Crossover Fund I, L.P., 3,107,520 shares of Series C redeemable convertible preferred stock to Longitude Prime Fund, L.P., an entity affiliated with Longitude Venture Partners, a greater than 5% stockholder of our company, (Longitude Prime), an affiliate of Longitude Venture Partners, and an aggregate of 3,107,520 shares of Series C redeemable convertible preferred stock to entities affiliated with Foresite Capital. In connection with the ASGL Secondary Sales, we entered into a stock transfer agreement with Abundant Supply Global Limited and each purchaser.

In August 2023, Longitude Prime entered into a stock transfer agreement with an entity affiliated with a holder of our capital stock pursuant to which Longitude Prime sold 1,756,323 shares of Series C redeemable convertible preferred stock at a purchase price of $0.9073 per share for an aggregate purchase price of $1,593,511.86 (the August 2023 Longitude Secondary Transaction). In July 2023, Longitude Prime entered into a stock transfer agreement with Lepu Holdings Limited pursuant to which Longitude Prime purchased 3,512,646 shares of Series C redeemable convertible preferred stock from Lepu Holdings Limited at a purchase price of $0.9073 per share for an aggregate purchase price of $3,187,023.72 (the July 2023 Longitude Secondary Transaction). Jue Pu, our then-director, was an affiliate of Lepu Holdings Limited at the time of the July 2023 Longitude Secondary Transaction. In connection with the August 2023 Longitude Secondary Transaction and the July 2023 Longitude Secondary Transaction, we entered into stock transfer agreements with Longitude Prime and each counterparty. In May 2023, Longitude Venture Partners IV, L.P, an entity affiliated with Longitude Venture Partners, entered into a common stock transfer agreement with various holders of capital stock pursuant to which Longitude Venture Partners IV, L.P. purchased 8,873,500 shares of common stock at a purchase price of $0.80055 per share for an aggregate purchase price of $7,103,680.43 (the May 2023 Longitude Secondary Transaction). In connection with the May 2023 Longitude Secondary Transaction, we entered into a common stock transfer agreement with Longitude Venture Partners IV, L.P. and each seller pursuant to which, among other things, we waived our right of first refusal to purchase the shares of common stock sold in the transaction.

In July 2023, Decheng Capital Global entered into a stock transfer agreement with Lepu Holdings Limited pursuant to which Decheng Capital Global purchased 3,512,646 shares of Series C redeemable convertible preferred stock from Lepu Holdings Limited at a purchase price of $0.9073 per share for an aggregate purchase price of $3,187,023.72 (the July 2023 Decheng Secondary Transaction). Jue Pu, our then-director, was an affiliate of Lepu Holdings Limited at the time of the July 2023 Decheng Secondary Transaction. In June 2023, Decheng Capital Global entered into a stock transfer agreement with a holder of our capital stock pursuant to which Decheng Capital Global purchased 2,024,725 shares of Series C redeemable convertible preferred stock at a purchase price of $0.91 per share for an aggregate purchase price of $1,842,499.75 (the June 2023 Decheng Secondary Transaction). In connection with the July 2023 Decheng Secondary Transaction and the June 2023 Decheng Secondary Transaction, we entered into stock transfer agreements with Decheng Capital Global and each seller. In May 2023, Decheng Capital Global entered into common stock transfer agreements with various holders of capital stock pursuant to which Decheng Capital Global purchased 8,873,500 shares of common stock at a purchase price of $0.80055 per share for an aggregate purchase price of $7,103,680.44 (the May 2023 Decheng Secondary Transaction). In connection with the May 2023 Decheng Secondary Transaction, we entered into a common stock transfer agreement with Decheng Capital Global and each seller pursuant to which, among other things, we waived our right of first refusal to purchase the shares of common stock sold in the transaction.

License and Collaboration Agreements

On March 11, 2019, we entered into the Development and License Agreement with Lepu. Jue Pu, a former member of our board of directors, is an affiliate of Lepu. On March 26, 2020, and as amended September 15, 2022, we entered into the License and Collaboration Agreement with Kissei. Osamu Nakanishi, a former member of our board of directors, is an affiliate of Kissei. Please see the section titled "Business—Collaboration and License Agreements" for a description of each of these agreements.

Investors' Rights Agreement

We entered into an investors' rights agreement in July 2014, as last amended and restated in July 2023 (the Investors' Rights Agreement), with the holders of our redeemable convertible preferred stock and certain holders of our common stock, including the holders of more than 5% of our capital stock listed above as well as entities with which certain of our directors are affiliated. This agreement provides for certain rights relating to the registration of their shares of common stock issuable upon conversion of their redeemable convertible preferred stock and certain additional covenants made by us. Except for the registration rights (including the related provisions pursuant to which we have agreed to indemnify the parties to the Investors' Rights Agreement), all rights under this agreement will terminate upon closing of this offering. The registration rights will continue following this offering and will terminate five years after the closing of this offering or earlier for certain holders. See the section titled "Description of Capital Stock—Registration Rights" for more information regarding these registration rights.

Voting Agreement

We entered into a voting agreement in July 2014, as last amended and restated in July 2023 (the Voting Agreement), with the holders of our redeemable convertible preferred stock and certain holders of our common stock, including the holders of more than 5% of our capital stock listed above as well as entities with which certain of our directors are affiliated, pursuant to which the following directors were each elected to serve as members on our board of directors and, as of the date of this prospectus, continue to so serve: Brian Liu, M.D., Simone Song, James J. Mulé, IPh.D., Arthur Kuan, Leonard Post, Ph.D. and Victor Tong, Jr. Pursuant to the Voting Agreement, Mr. Kuan, as our Chief Executive Officer, serves on our board of directors as the CEO director. Mr. Tong was selected to serve on our board of directors as representative of the holders of our common stock and holders of our redeemable convertible preferred stock, voting together as a single class on an as-converted basis, Dr. Post was selected to serve on our board of directors as representative of the holders of our common stock, Mr. Kuan was selected to serve on our board of directors as representative of the holders of our Series A-1 redeemable convertible preferred stock, Dr. Mulé was selected to serve on our board of directors as representative of the holders of our Series B redeemable convertible preferred stock, Ms. Song was selected to serve on our board of directors as representative of the holders of our Series C redeemable convertible preferred stock, and Dr. Liu was selected to serve on our board of directors as a representative of the holders of our Series E redeemable convertible preferred stock.

The Voting Agreement will terminate upon the closing of this offering, and members previously elected to our board of directors pursuant to this agreement will continue to serve as directors until they resign, are removed or their successors are duly elected by holders of our common stock. The composition of our board of directors after this offering is described in more detail in the section titled "Management—Board Composition and Election of Directors."

Right of Refusal and Co-Sale Agreement

We entered into a right of first refusal and co-sale agreement in July 2014, as last amended and restated in July 2023 (the ROFR Agreement), with holders of our common stock affiliated with our executive officers, which entities are referred to in the ROFR Agreement as key holders, and certain other holders of redeemable

convertible preferred stock, including the holders of more than 5% of our capital stock listed above. Pursuant to the ROFR Agreement, we have a right of first refusal on certain transfers of our shares by the key holders, holders of our redeemable convertible preferred stock have a secondary right of first refusal on such transfers, and such redeemable convertible preferred stockholders have a right of co-sale in respect of such transfers. The ROFR Agreement will terminate upon the closing of this offering.

Consulting Agreement with Danforth Advisors

On March 16, 2021, we entered into a consulting agreement with Danforth Advisors, LLC (Danforth) to provide us with resources to assist with our day-to-day finance and accounting functions. Services provided under the agreement with Danforth are billed at hourly rates. Mr. DiPalma, a managing director at Danforth, currently serves as our Chief Financial Officer and is compensated through his position at Danforth. The agreement does not have a specified term and can be terminated without cause upon 30 days' notice by either party. During the years ended December 31, 2021 and 2022 and during the nine-month period ended September 30, 2023, we made payments to Danforth for such services of $57,875, $38,392 and $, respectively.

Consulting Agreement with Lion Healthcare Strategies

On April 15, 2021, we entered into a consulting agreement with Lion Healthcare Strategies to provide us with corporate and strategic consulting services. Services provided under the agreement with Lion Healthcare Strategies are billed at daily or hourly rates. Mr. Bellete is the sole owner of Lion Healthcare Strategies, served as Chief Executive Officer of Lion Healthcare Strategies, from April 2021 to August 2023, and has served as our President and Chief Operating Officer since July 2023. The agreement was terminated when Mr. Bellete joined our company. During the years ended December 31, 2021 and 2022 and during the nine-month period ended September 30, 2023, we made payments to Lion Healthcare Strategies for such services of $204,000, $433,269 and $, respectively.

Director and Officer Indemnification

We have entered into indemnification agreements with each of our directors and executive officers. These agreements, among other things, require us or will require us to indemnify each director (and in certain cases their related venture capital funds) and executive officer to the fullest extent permitted by Delaware law, including indemnification of expenses such as attorneys' fees, judgments, fines and settlement amounts incurred by the director or executive officer in any action or proceeding, including any action or proceeding by or in right of us, arising out of the person's services as a director or executive officer.

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that we will indemnify each of our directors and officers to the fullest extent permitted by the Delaware General Corporation Law. Further, we have purchased a policy of directors' and officers' liability insurance that insures our directors and officers against the cost of defense, settlement or payment of a judgment under certain circumstances. For further information, see the section titled "Executive and Director Compensation—Limitations of Liability and Indemnification Matters."

Policies and Procedures for Related Person Transactions

Our board of directors will adopt a written related person transaction policy, to be effective upon the closing of this offering, setting forth the policies and procedures for the review and approval or ratification of related person transactions. This policy will cover, with certain exceptions set forth in Item 404 of Regulation S-K under the Securities Act, any transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships in which we were or are to be a participant, where the amount involved exceeds the lesser of $120,000 or one percent of the average of our total assets at year-end for the last two completed fiscal

years, and a related person had or will have a direct or indirect material interest, including, without limitation, purchases of goods or services by or from the related person or entities in which the related person has a material interest, indebtedness, guarantees of indebtedness and employment by us of a related person. In reviewing and approving any such transactions, our audit committee will be tasked to consider all relevant facts and circumstances, including, but not limited to, whether the transaction is on terms comparable to those that could be obtained in an arm's length transaction and the extent of the related person's interest in the transaction. All of the transactions described in this section occurred prior to the adoption of this policy.

PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our common stock as of October 24, 2023, and as adjusted to reflect the sale of shares of common stock in this offering, by:

- each of our named executive officers;
- each of our directors;
- all of our executive officers and directors as a group; and
- each person or group of affiliated persons known by us to beneficially own more than 5% of our common stock.

The number of shares beneficially owned by each stockholder is determined under rules issued by the SEC. Under these rules, beneficial ownership includes any shares as to which a person has sole or shared voting power or investment power. Applicable percentage ownership is based on 414,611,809 shares of common stock outstanding on October 24, 2023, which gives effect to the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 366,277,131 shares of our common stock immediately prior to the closing of this offering. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of common stock subject to options or other rights held by such person that are currently exercisable or that will become exercisable or otherwise vest within 60 days of October 24, 2023 are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person. The table below excludes any potential purchases in this offering by the beneficial owners identified in the table below.

Unless otherwise indicated, the address of each beneficial owner listed below is c/o CG Oncology, Inc., 400 Spectrum Center Drive, Suite 2040, Irvine, CA 92618. We believe, based on information provided to us, that each of the stockholders listed below has sole voting and investment power with respect to the shares beneficially owned by the stockholder unless noted otherwise, subject to community property laws where applicable.

Name of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Shares Beneficially Owned	
		Before Offering	After Offering
5% or Greater Stockholders			
Entities affiliated with ORI Capital[1]	47,115,961	11.4%	%
Decheng Capital Global Life Sciences Fund IV, L.P.[2]	43,468,396	10.5%	%
Entities affiliated with Longitude Venture Partners[3]	39,687,348	9.6%	%
Kissei Pharmaceutical Co., Ltd.[4]	33,787,589	8.1%	%
Entities affiliated with Foresite Capital[5]	26,413,921	6.4%	%
TCG Crossover Fund I, L.P.[6]	26,413,921	6.4%	%
Named Executive Officers and Directors			
Arthur Kuan[7]	13,153,201	3.2%	%
James Burke, M.D.[8]	3,515,878	*	%
Georg Roth, Ph.D.[9]	1,583,403	*	%
Brian Liu, M.D.	—	—	%
James J. Mulé, IPh.D.[10]	542,321	*	%
Leonard Post, Ph.D.[11]	1,312,964	*	%
Simone Song[12]	50,460,569	12.2%	%
Victor Tong, Jr.	—	—	%
All executive officers and directors as a group (9 persons)[13]	18,590,594	4.4%	%

* Less than 1%.

(1) Consists of (i) 9,641,725 shares of common stock held by Abundant Supply Global Limited and (ii) 37,474,236 shares of common stock held by Charming Jade Limited. Abundant Supply Global Limited is a wholly-owned subsidiary of ORI Healthcare Fund, L.P. ORI Capital Inc. is the general partner of ORI Healthcare Fund, L.P. and may be deemed to have voting, investment and dispositive power with respect to these securities. ORI Capital Inc. is a wholly-owned subsidiary of ORI Capital Holding Inc, which is a wholly-owned subsidiary of Healthcare Seed Limited. Charming Jade Limited is a wholly-owned subsidiary of ORI Healthcare Fund II, L.P. ORI Capital II Inc. is the general partner of ORI Healthcare Fund II, L.P. and may be deemed to have voting, investment and dispositive power with respect to these securities. ORI Capital II Inc. is a wholly-owned subsidiary of ORI Capital Holding Inc, which is a wholly-owned Subsidiary of Healthcare Seed Limited. Ms. Song is the sole owner of Healthcare Seed Limited. The business address for Ms. Song and these entities is C/O Room Nos. 4727-4734, 47/F, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong.

(2) Consists of 43,468,396 shares of common stock held by Decheng Capital Global Life Sciences Fund IV, L.P. Decheng Capital Management IV (Cayman), LLC (the Decheng GP) is the general partner of the Fund. Xiangmin Cui is the manager of the Decheng GP. Each of the Fund, the Decheng GP and Dr. Cui may be deemed to beneficially own the securities held by the Fund. Each of the Fund, the Decheng GP and Dr. Cui disclaim beneficial ownership of these securities, except to the extent of their respective pecuniary interests therein. The business address for Decheng is 3000 Sand Hill Road, Building 2, Suite 110, Menlo Park, California 94025.

(3) Consists of (i) 30,421,185 shares of common stock held by Longitude Venture Partners IV, L.P. (LVPIV) and (ii) 9,266,163 shares of common stock held by Longitude Prime Fund, L.P. (LPF). Longitude Capital Partners IV, LLC (LCPIV) is the general partner of LVPIV and may be deemed to have voting, investment and dispositive power with respect to these securities. Longitude Prime Partners, LLC (LPP) is the general partner of LPF and may be deemed to have voting, investment and dispositive power with respect to the securities held by LPF. Juliet Tammenoms Bakker and Patrick G. Enright are the managing members of LCPIV and LPP and may each be deemed to share voting, investment and dispositive power with respect to these securities. Each of LPP, LCPIV, Ms. Tammenoms Bakker and Mr. Enright disclaim beneficial ownership of such shares except to the extent of their respective pecuniary interests therein. The business address for these individuals and entities is 2740 Sand Hill Road, 2nd Floor, Menlo Park, California 94025.

(4) Consists of 33,787,589 shares of common stock held by Kissei Pharmaceutical Co., Ltd. (Tokyo Stock Exchange, stock code: 4547). The business address for Kissei is 19-48 Yoshino, Matsumoto City, Nagano, Japan.

(5) Consists of (i) 6,603,480 shares of common stock held by Foresite Capital Fund V, L.P. (Fund V), (ii) 13,206,961 shares of common stock held by Foresite Capital Fund VI, L.P. (Fund VI) and (iii) 6,603,480 shares of common stock held by Foresite Capital Opportunity Fund V, L.P. (Opportunity Fund V, and, together with Fund V and Fund VI, Foresite). Foresite Capital Management V LLC (FCM V) is the general partner of Fund V. Foresite Capital Management VI, LLC (FCM VI) is the general partner of Fund VI. Foresite Capital Opportunity Management V, LLC (FCOM V) is the general partner of Opportunity Fund V. FCM V, FCM VI and FCOM V may be deemed to have sole voting and dispositive power over these shares. James B. Tananbaum is the sole managing member of FCM V, FCM VI and FCOM V and may be deemed to have sole voting and dispositive power over these shares. Each of FCM V, FCM VI, FCOM V and Dr. Tananbaum disclaim beneficial ownership of these securities, except to the extent of their respective pecuniary interests therein. The address of Foresite, FCM VI, FCM V, FCOM V and Dr. Tananbaum is 900 Larkspur Landing Circle, Suite 150 Larkspur, CA 94939.

(6) Consists of 26,413,921 shares of common stock held by TCG Crossover Fund I, L.P. TCG Crossover GP I, LLC (TCG Crossover GP I) is the general partner of TCG Crossover Fund I, L.P. (TCG Crossover I) and may be deemed to have voting, investment, and dispositive power with respect to these securities. Chen Yu is the sole managing member of TCG Crossover GP I and may be deemed to share voting, investment and dispositive power with respect to these securities. The business address for TCG Crossover GP I, TCG Crossover I and Mr. Yu is 705 High St., Palo Alto, CA 94301.

(7) Consists of 10,596,951 shares of common stock held directly and 2,556,250 shares of common stock underlying options held by Mr. Kuan that are exercisable as of October 24, 2023 or that will become exercisable within 60 days after such date.

(8) Consists of 3,515,878 shares of common stock underlying options held by Dr. Burke that are exercisable as of October 24, 2023 or that will become exercisable within 60 days after such date. Dr. Burke transitioned out of the role of Chief Medical Officer on August 14, 2023.

(9) Consists of 1,000,382 shares of common stock held directly and 583,021 shares of common stock underlying options held by Dr. Roth that are exercisable as of October 24, 2023 or that will become exercisable within 60 days after such date. Dr. Roth's employment with us terminated on August 9, 2023.

(10) Consists of 542,321 shares of common stock underlying options held by Dr. Mulé that are exercisable as of October 24, 2023 or that will become exercisable within 60 days after such date.

(11) Consists of 1,312,964 shares of common stock underlying options held by Dr. Post that are exercisable as of October 24, 2023 or that will become exercisable within 60 days after such date.

(12) Consists of (i) 9,641,725 shares of common stock held by Abundant Supply Global Limited, (ii) 37,474,236 shares of common stock held by Charming Jade Limited and (iii) 3,344,608 shares of common stock held directly by Ms. Song.

(13) Includes the shares described in footnotes 7, 10, 11 and 12 above and an additional 237,500 shares of common stock underlying options exercisable as of October 24, 2023 or that will become exercisable within 60 days after such date held by our other executive officers.

DESCRIPTION OF CAPITAL STOCK

General

The following description summarizes some of the terms of our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the closing of this offering, our investors' rights agreement and of the Delaware General Corporation Law. Because it is only a summary, it does not contain all the information that may be important to you. For a complete description you should refer to our amended and restated certificate of incorporation, amended and restated bylaws and our investors' rights agreement, copies of which have been filed as exhibits to the registration statement of which this prospectus is a part.

Following the closing of this offering, our authorized capital stock will consist of shares of common stock, $0.0001 par value per share, and shares of preferred stock, $0.0001 par value per share.

Common Stock

As of September 30, 2023, there were shares of our common stock outstanding and held of record by 100 stockholders, after giving effect to the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into 366,277,131 shares of common stock, which will automatically occur immediately prior to the closing of this offering. Based on the number of shares of common stock outstanding as of September 30, 2023, and further assuming the issuance by us of shares of common stock in this offering, there will be shares of common stock outstanding upon the closing of this offering. Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders, including the election of directors, and do not have cumulative voting rights. Accordingly, the holders of a majority of the outstanding shares of common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they so choose, other than any directors that holders of any preferred stock we may issue may be entitled to elect. Subject to the supermajority votes for some matters, other matters shall be decided by the affirmative vote of our stockholders having a majority in voting power of the votes cast by the stockholders present or represented and voting on such matter. Our amended and restated certificate of incorporation and amended and restated bylaws also provide that our directors may be removed only for cause and only by the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock entitled to vote thereon. In addition, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock entitled to vote thereon is required to amend or repeal, or to adopt any provision inconsistent with, several of the provisions of our amended and restated certificate of incorporation. See the subsection titled "—Anti-Takeover Effects of Delaware Law and Our Certificate of Incorporation and Bylaws-Amendment of Charter Provisions" below.

Subject to preferences that may be applicable to any then outstanding preferred stock, holders of common stock are entitled to receive ratably those dividends, if any, as may be declared by the board of directors out of legally available funds. In the event of our liquidation, dissolution or winding up, the holders of common stock will be entitled to share ratably in the assets legally available for distribution to stockholders after the payment of or provision for all of our debts and other liabilities, subject to the prior rights of any preferred stock then outstanding. Holders of common stock have no preemptive or conversion rights or other subscription rights and there are no redemption or sinking funds provisions applicable to the common stock. All outstanding shares of common stock are, and the common stock to be outstanding upon the closing of this offering will be, duly authorized, validly issued, fully paid and nonassessable. The rights, preferences and privileges of holders of common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

Preferred Stock

Upon the closing of this offering, all of our previously outstanding shares of redeemable convertible preferred stock will have been converted into common stock, there will be no authorized shares of our previously

outstanding redeemable convertible preferred stock, and we will have no shares of preferred stock outstanding. Under the terms of our amended and restated certificate of incorporation, which will become effective immediately prior to the closing of this offering, our board of directors has the authority, without further action by our stockholders, to issue up to shares of preferred stock in one or more series, to establish from time to time the number of shares to be included in each such series, to fix the dividend, voting and other rights, preferences and privileges of the shares of each wholly unissued series and any qualifications, limitations or restrictions thereon, and to increase or decrease the number of shares of any such series, but not below the number of shares of such series then outstanding.

Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deterring or preventing a change in our control and may adversely affect the market price of the common stock and the voting and other rights of the holders of common stock. We have no current plans to issue any shares of preferred stock.

Options

As of September 30, 2023, options to purchase shares of our common stock were outstanding, of which were vested and exercisable as of that date. For additional information regarding the terms of our 2015 Plan and 2022 Plan, see the sections titled "Executive and Director Compensation—Equity Incentive Plans—2015 Equity Incentive Plan" and "Executive and Director Compensation—Equity Incentive Plans—2022 Incentive Award Plan."

Registration Rights

As of September 30, 2023, upon the closing of this offering holders of 366,277,131 shares of our common stock, which includes all of the shares of common stock issuable upon the automatic conversion redeemable convertible preferred stock immediately prior to the closing of this offering, will be entitled to the following rights with respect to the registration of such shares for public resale under the Securities Act, pursuant to an investors' rights agreement by and among us and certain investors. The registration of shares of common stock as a result of the following rights being exercised would enable holders to trade these shares without restriction under the Securities Act when the applicable registration statement is declared effective.

Demand Registration Rights

Form S-1. If at any time beginning six months following the closing of this offering, the holders of at least 25% of the registrable securities then-outstanding request in writing that we effect a registration, we may be required to provide notice of such request to all holders of registrable securities and offer them the opportunity to participate in such registration, and to use best efforts to effect such registration; provided, however, that we will not be required to effect such a registration if, among other things, we have already effected either one registration in the last twelve months or three registrations in total for the holders of registrable securities in response to these demand registration rights, or the anticipated aggregate proceeds of the registration (after deduction for underwriter's discounts and expenses related to the issuance) are less than $5 million.

Form S-3. If at any time beginning six months following the closing of this offering, any holder of registrable securities then-outstanding requests in writing that we effect a registration with respect to all or a part of the registrable securities then outstanding, we may be required to provide notice of such request to all holders of registrable securities and offer them the opportunity to participate in such registration, and to use best efforts to effect such registration; provided, however, that we will not be required to effect such a registration if, among other things, Form S-3 is not available for such offering or the anticipated aggregate offering price to the public is less than $1 million.

If the holders requesting registration intend to distribute their shares by means of an underwritten offering, the underwriter of such offering will have the right to limit the number of shares to be underwritten for reasons related to the marketing of the shares in accordance with the cut-back provisions of the investors' rights agreement.

Piggyback Registration Rights

If at any time following the closing of this offering we propose to register any shares of our common stock under the Securities Act, subject to certain exceptions, the holders of registrable securities will be entitled to notice of the registration and to include their shares of registrable securities in the registration. If our proposed registration involves an underwritten offering, the managing underwriter of such offering will have the right to limit the number of shares to be underwritten for reasons related to the marketing of the shares in accordance with the cut-back provisions of the investors' rights agreement.

Indemnification

Our investors' rights agreement contains customary cross indemnification provisions, under which we are obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in a registration statement attributable to us, and they are obligated to indemnify us for material misstatements or omissions attributable to them.

Expenses

Other than underwriting discounts and commissions, we will be required to pay all expenses incurred by us related to any registration effected pursuant to the exercise of these registration rights. These expenses may include all registration and filing fees, printing expenses, fees and disbursements of our counsel, reasonable fees and disbursements of a counsel for the selling securityholders, blue sky fees and expenses and the expenses of any special audits incident to the registration.

Termination of Registration Rights

The registration rights terminate upon the earlier of (i) five years after the closing of this offering or (ii) with respect to a particular holder, such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all shares by such holder without limitation during a three-month period without registration.

Anti-Takeover Effects of Delaware Law and Our Certificate of Incorporation and Bylaws

Some provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws contain provisions that could make the following transactions more difficult: an acquisition of us by means of a tender offer; an acquisition of us by means of a proxy contest or otherwise; or the removal of our incumbent officers and directors. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions that provide for payment of a premium over the market price for our shares.

These provisions, summarized below, are intended to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of the increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

Undesignated Preferred Stock

The ability of our board of directors, without action by the stockholders, to issue up to shares of undesignated preferred stock with voting or other rights or preferences as designated by our board of directors could impede the success of any attempt to change control of us. These and other provisions may have the effect of deferring hostile takeovers or delaying changes in control or management of our company.

Stockholder Meetings

Our amended and restated bylaws provide that a special meeting of stockholders may be called only by our chairman of the board of directors, chief executive officer or president, or by a resolution adopted by a majority of our board of directors.

Requirements for Advance Notification of Stockholder Nominations and Proposals

Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals to be brought before a stockholder meeting and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors.

Elimination of Stockholder Action by Written Consent

Our amended and restated certificate of incorporation and amended and restated bylaws eliminate the right of stockholders to act by written consent without a meeting.

Staggered Board of Directors

Our amended and restated bylaws provide that our board of directors will be divided into three classes. The directors in each class will serve for a three-year term, with one class being elected each year by our stockholders. For more information on the classified board of directors, see the section titled "Management—Board Composition and Election of Directors." This system of electing directors may tend to discourage a third party from attempting to obtain control of us, because it generally makes it more difficult for stockholders to replace a majority of the directors.

Removal of Directors

Our amended and restated certificate of incorporation provides that no member of our board of directors may be removed from office except for cause and, in addition to any other vote required by law, upon the approval of not less than two thirds of the total voting power of all of our outstanding voting stock then entitled to vote in the election of directors.

Stockholders Not Entitled to Cumulative Voting

Our amended and restated certificate of incorporation does not permit stockholders to cumulate their votes in the election of directors. Accordingly, the holders of a majority of the outstanding shares of our common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they choose, other than any directors that holders of our preferred stock may be entitled to elect.

Delaware Anti-Takeover Statute

We are subject to Section 203 of the Delaware General Corporation Law, which prohibits persons deemed to be "interested stockholders" from engaging in a "business combination" with a publicly held Delaware corporation for three years following the date these persons become interested stockholders unless the business

combination is, or the transaction in which the person became an interested stockholder was, approved in a prescribed manner or another prescribed exception applies. Generally, an "interested stockholder" is a person who, together with affiliates and associates, owns, or within three years prior to the determination of interested stockholder status did own, 15% or more of a corporation's voting stock. Generally, a "business combination" includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. The existence of this provision may have an anti-takeover effect with respect to transactions not approved in advance by the board of directors.

Choice of Forum

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative form, the Court of Chancery of the State of Delaware (the Court of Chancery) (or, in the event the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) will be the sole and exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a claim of breach of a fiduciary duty by any of our directors, officers or stockholders to us or our stockholders; (iii) any action asserting a claim against us arising pursuant to any provision of the Delaware General Corporation Law or our amended and restated certificate of incorporation or amended and restated bylaws; or (iv) any action asserting a claim governed by the internal affairs doctrine, in all cases to the fullest extent permitted by law. The provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Furthermore, our amended and restated certificate of incorporation will also provide that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, including all causes of action asserted against any defendant to such complaint. For the avoidance of doubt, this 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 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. In any case, stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder. 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. Our amended and restated certificate of incorporation also provides that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of and to have consented to this choice of forum provision.

Amendment of Charter Provisions

The amendment of any of the above provisions, except for the provision making it possible for our board of directors to issue preferred stock, would require approval by holders of at least two thirds of the total voting power of all of our outstanding voting stock.

The provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws could have the effect of discouraging others from attempting hostile takeovers and, as a consequence, they may also inhibit temporary fluctuations in the market price of our common stock that often result from actual or rumored hostile takeover attempts. These provisions may also have the effect of preventing changes in the composition of our board of directors and management. It is possible that these provisions could make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be . The transfer agent and registrar's address is .

The Nasdaq Global Market Listing

We have applied to have our common stock listed on the Nasdaq Global Market under the symbol "CGON," and this offering is contingent upon obtaining such approval.

Limitations of Liability and Indemnification Matters

For a discussion of liability and indemnification, see the section titled "Executive and Director Compensation—Limitations of Liability and Indemnification Matters."

SHARES ELIGIBLE FOR FUTURE SALE

Immediately prior to this offering, there was no public market for our common stock. Future sales of substantial amounts of common stock in the public market, or the perception that such sales may occur, could adversely affect the market price of our common stock. Although we have applied to have our common stock listed on Nasdaq, we cannot assure you that there will be an active public market for our common stock.

Based on the number of shares of our common stock outstanding as of September 30, 2023, and assuming (i) the issuance of shares in this offering, (ii) the automatic conversion of all of our outstanding shares of redeemable convertible preferred stock into 366,277,131 shares of common stock and the related reclassification of the carrying value of the redeemable convertible preferred stock to permanent equity upon the closing of this offering, (iii) no exercise of the underwriters' option to purchase additional shares of common stock and (iv) no exercise of outstanding options, we will have outstanding an aggregate of shares of common stock following the closing of this offering.

Of these shares, all shares sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except for any shares purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act. Shares purchased by our affiliates would be subject to the Rule 144 resale restrictions described below, other than the holding period requirement.

The remaining shares of common stock will be "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, each of which is summarized below. We expect that substantially all of these shares will be subject to the 180-day lock-up period under the lock-up agreements described below.

Lock-Up Agreements

We, our officers, directors and substantially all of our securityholders, have agreed with the underwriters that for a period of 180 days, after the date of this prospectus, among other things and subject to certain exceptions, we or they will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to sell, or otherwise dispose of or transfer any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock, request or demand that we file a registration statement related to our common stock or enter into any swap or other agreement that transfers to another, in whole or in part, directly or indirectly, the economic consequence of ownership of the common stock, or publicly declare an intention to do any of the foregoing. Upon expiration of the lock-up period, certain of our stockholders will have the right to require us to register their shares under the Securities Act. See the subsection titled "—Registration Rights" below and the section titled "Description of Capital Stock—Registration Rights."

Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC may, in their sole discretion and at any time or from time to time before the termination of the lock-up period, in certain cases without public notice, release all or any portion of the securities subject to lock-up agreements. There are no existing agreements between the underwriters and any of our stockholders who will execute a lock-up agreement providing consent to the sale of shares prior to the expiration of the lock-up period.

Upon the expiration of the lock-up period, substantially all of the shares subject to such lock-up restrictions will become eligible for sale, subject to the limitations discussed above.

Rule 10b5-1 Trading Plans

Following the closing of this offering, certain of our officers, directors and significant stockholders may adopt written plans, known as Rule 10b5-1 trading plans, in which they will contract with a broker to buy or sell

shares of our common stock on a periodic basis to diversify their assets and investments. Under these 10b5-1 trading plans, a broker may execute trades pursuant to parameters established by the officer, director or stockholder when entering into the plan, without further direction from such officer, director or stockholder. Such sales would not commence until the expiration of the applicable lock-up agreements entered into by such officer, director or stockholder in connection with this offering.

Rule 144

Affiliate Resales of Restricted Securities

In general, under Rule 144 as currently in effect, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is an affiliate of ours, or who was an affiliate at any time during the 90 days before a sale, and who has beneficially owned shares of our common stock for at least six months would be entitled to sell in "broker's transactions" or certain "riskless principal transactions" or to market makers, a number of shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering, assuming no exercise of the underwriters' option to purchase additional shares; or
- the average weekly trading volume in our common stock on Nasdaq during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

An "affiliate" is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with an issuer. Affiliate resales under Rule 144 are also subject to the availability of current public information about us. In addition, if the number of shares being sold under Rule 144 by an affiliate during any three-month period exceeds 5,000 shares or has an aggregate sale price in excess of $50,000, the seller must file a notice on Form 144 with the SEC and Nasdaq concurrently with either the placing of a sale order with the broker or the execution of a sale directly with a market maker.

Non-Affiliate Resales of Restricted Securities

In general, under Rule 144 as currently in effect, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is not an affiliate of ours at the time of sale, and has not been an affiliate at any time during the three months preceding a sale, and who has beneficially owned shares of our common stock for at least six months but less than a year, is entitled to sell such shares subject only to the availability of current public information about us. If such person has held our shares for at least one year, such person can resell under Rule 144(b)(1) without regard to any Rule 144 restrictions, including the 90-day public company requirement and the current public information requirement.

Non-affiliate resales are not subject to the manner of sale, volume limitation or notice filing provisions of Rule 144.

Rule 701

In general, under Rule 701 as currently in effect, any of an issuer's employees, directors, officers, consultants or advisors who purchase shares from the issuer in connection with a compensatory stock or option plan or other written agreement before the effective date of a registration statement under the Securities Act are entitled to sell such shares 90 days after such effective date in reliance on Rule 144. An affiliate of the issuer can resell shares in reliance on Rule 144 without having to comply with the holding period requirement, and non-affiliates of the issuer can resell shares in reliance on Rule 144 without having to comply with the current public information and holding period requirements. However, substantially all Rule 701 shares are subject to lock-up agreements as described above and will become eligible for sale in compliance with Rule 144 only upon the expiration of the restrictions set forth in those agreements.

The SEC has indicated that Rule 701 will apply to typical options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after an issuer becomes subject to the reporting requirements of the Exchange Act.

Equity Plans

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of common stock subject to outstanding stock options and common stock issued or issuable under our equity incentive plans and employee stock purchase plan. We expect to file the registration statement covering shares offered pursuant to these stock plans shortly after the date of this prospectus, permitting the resale of such shares by non-affiliates in the public market without restriction under the Securities Act and the sale by affiliates in the public market subject to compliance with the resale provisions of Rule 144.

Registration Rights

Upon the closing of this offering, holders of 366,277,131 shares of our common stock, which includes all of the shares of common stock issuable upon the automatic conversion of our redeemable convertible preferred stock into shares of our common stock immediately prior to the closing of this offering, will be entitled to various rights with respect to the registration of these shares under the Securities Act upon the closing of this offering. Registration of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by our affiliates. See the section titled “Description of Capital Stock —Registration Rights” for additional information. Shares covered by a registration statement will be eligible for sale in the public market upon the expiration or release from the terms of the lock-up agreements described above.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS

The following discussion is a summary of the material U.S. federal income tax consequences to Non-U.S. Holders (as defined below) of the purchase, ownership and disposition of our common stock issued pursuant to this offering, but does not purport to be a complete analysis of all potential tax effects. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or non-U.S. tax laws are not discussed. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the Code), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (the IRS), in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a Non-U.S. Holder. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership and disposition of our common stock.

This discussion is limited to Non-U.S. Holders that hold our common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to a Non-U.S. Holder's particular circumstances, including the impact of the Medicare contribution tax on net investment income and the alternative minimum tax provisions of the Code. In addition, it does not address consequences relevant to Non-U.S. Holders subject to special rules, including, without limitation:

- U.S. expatriates and former citizens or long-term residents of the United States;
- persons holding our common stock as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- banks, insurance companies and other financial institutions;
- brokers, dealers or traders in securities;
- "controlled foreign corporations," "passive foreign investment companies" and corporations that accumulate earnings to avoid U.S. federal income tax;
- partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes (and investors therein);
- tax-exempt organizations or governmental organizations;
- persons deemed to sell our common stock under the constructive sale provisions of the Code;
- persons who hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation;
- tax-qualified retirement plans; and
- "qualified foreign pension funds" as defined in Section 897(l)(2) of the Code and entities all of the interests of which are held by qualified foreign pension funds.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds our common stock, the tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding our common stock and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR

SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

Definition of a Non-U.S. Holder

For purposes of this discussion, a "Non-U.S. Holder" is any beneficial owner of our common stock that is neither a "U.S. person" nor an entity treated as a partnership for U.S. federal income tax purposes. A U.S. person is any person that, for U.S. federal income tax purposes, is or is treated as any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (i) is subject to the primary supervision of a U.S. court and the control of one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code), or (ii) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

Distributions

As described in the section titled "Dividend Policy," we do not anticipate declaring or paying cash dividends to holders of our common stock in the foreseeable future. However, if we do make distributions of cash or property on our common stock, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Amounts not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and first be applied against and reduce a Non-U.S. Holder's adjusted tax basis in its common stock, but not below zero. Any excess will be treated as capital gain and will be treated as described in the subsection titled "—Sale or Other Taxable Disposition" below.

Subject to the discussion below on effectively connected income, dividends paid to a Non-U.S. Holder will be subject to U.S. federal withholding tax at a rate of 30% of the gross amount of the dividends (or such lower rate specified by an applicable income tax treaty, provided the Non-U.S. Holder furnishes a valid IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) certifying qualification for the lower treaty rate). If a Non-U.S. Holder holds the stock through a financial institution or other intermediary, the Non-U.S. Holder will be required to provide appropriate documentation to the intermediary, which then will be required to provide certification to the applicable withholding agent, either directly or through other intermediaries. A Non-U.S. Holder that does not timely furnish the required documentation, but that qualifies for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

If dividends paid to a Non-U.S. Holder are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment or fixed base in the United States to which such dividends are attributable), the Non-U.S. Holder will be exempt from the U.S. federal withholding tax described above. To claim the exemption, the Non-U.S. Holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI, certifying that the dividends are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States.

Any such effectively connected dividends will be subject to U.S. federal income tax on a net income basis at the regular rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of

30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected dividends, as adjusted for certain items. Non-U.S. Holders should consult their tax advisors regarding any applicable tax treaties that may provide for different rules.

Sale or Other Taxable Disposition

Subject to the discussion below of backup withholding and withholding under FATCA (defined below), a Non-U.S. Holder will not be subject to U.S. federal income tax on any gain realized upon the sale or other taxable disposition of our common stock unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment or fixed base in the United States to which such gain is attributable);
- the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met; or
- our common stock constitutes a U.S. real property interest (USRPI) by reason of our status as a U.S. real property holding corporation (USRPHC) for U.S. federal income tax purposes.

Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

A Non-U.S. Holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on gain realized upon the sale or other taxable disposition of our common stock, which may be offset by U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

With respect to the third bullet point above, we believe we currently are not, and do not anticipate becoming, a USRPHC. Because the determination of whether we are a USRPHC depends, however, on the fair market value of our USRPIs relative to the fair market value of our non-U.S. real property interests and our other business assets, there can be no assurance we currently are not a USRPHC or will not become one in the future. Even if we are or were to become a USRPHC, gain arising from the sale or other taxable disposition of our common stock by a Non-U.S. Holder will not be subject to U.S. federal income tax if our common stock is "regularly traded," as defined by applicable Treasury Regulations, on an established securities market, and such Non-U.S. Holder owned, actually and constructively, 5% or less of our common stock throughout the shorter of the five-year period ending on the date of the sale or other taxable disposition or the Non-U.S. Holder's holding period.

Non-U.S. Holders should consult their tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

Payments of dividends on our common stock will not be subject to backup withholding, provided the applicable withholding agent does not have actual knowledge or reason to know the holder is a United States person and the holder either certifies its non-U.S. status, such as by furnishing a valid IRS Form W-8BEN, W-8BEN-E, or W-8ECI, or otherwise establishes an exemption. However, information returns are required to be filed with the IRS in connection with any distributions on our common stock paid to the Non-U.S. Holder, regardless of whether such distributions constitute dividends or whether any tax was actually withheld. In

addition, proceeds of the sale or other taxable disposition of our common stock within the United States or conducted through certain U.S.-related brokers generally will be subject to backup withholding or information reporting unless the applicable withholding agent receives the certification described above and does not have actual knowledge or reason to know that such holder is a United States person, or the holder otherwise establishes an exemption. Proceeds of a disposition of our common stock conducted through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding or information reporting.

Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code (such Sections are commonly referred to as the Foreign Account Tax Compliance Act (FATCA)) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on, or subject to the proposed Treasury Regulations discussed below, gross proceeds from the sale or other disposition of, our common stock paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (i) the foreign financial institution undertakes certain diligence and reporting obligations, (ii) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in clause (i) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on our common stock. While withholding under FATCA would also have applied to payments of gross proceeds from the sale or other disposition of stock on or after January 1, 2019, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers (including applicable withholding agents) generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued. There can be no assurance that final Treasury Regulations would provide an exemption from FATCA withholding for gross proceeds.

Prospective investors should consult their tax advisors regarding the potential application of withholding under FATCA to their investment in our common stock.

UNDERWRITING

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and Cantor Fitzgerald & Co. are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of shares of common stock indicated below:

Name	Number of Shares
Morgan Stanley & Co. LLC	
Goldman Sachs & Co. LLC	
Cantor Fitzgerald & Co.	
LifeSci Capital LLC	
Total	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the shares of common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below.

The underwriters initially propose to offer part of the shares of common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of $ per share under the public offering price. After the initial offering of the shares of common stock, the offering price and other selling terms may from time to time be varied by the representatives.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares of our common stock.

		Total	
	Per Share	No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions to be paid by us	$	$	$
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $. We have also agreed to reimburse the underwriters for expenses relating to clearance of this offering with the Financial Industry Regulatory Authority up to $.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of common stock offered by them.

We have applied to list our common stock on the Nasdaq Global Market under the trading symbol "CGON," and this offering is contingent upon obtaining approval of such listing

We and all of our directors and officers and the holders of substantially all of our outstanding securities directly or indirectly convertible into or exchangeable or exercisable for shares of our common stock have entered into lock-up agreements with the underwriters agreeing that, subject to certain exceptions, without the prior written consent of Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC on behalf of the underwriters, we and they will not, and will not publicly disclose an intention to, during the period ending 180 days after the date of this prospectus (the restricted period):

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock;
- enter into any hedging, swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock; or
- submit or file any registration statement with the SEC relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock;

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. In addition, we and each such person have agreed that, without the prior written consent of Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

With respect to us, the restrictions described in the immediately preceding paragraph do not apply to:

(1) the shares to be sold in this offering;

(2) the issuance by us of shares of common stock upon the exercise of an option or warrant or the conversion of a security outstanding on the date of this prospectus as described in the registration statement and this prospectus; or

(3) facilitating the establishment of a trading plan on behalf of any of our shareholders, officers or directors pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of our common stock, provided that (a) such plan does not provide for the transfer of common stock during the restricted period and (b) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by us regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of common stock may be made under such plan during the restricted period.

With respect to our directors, officers and securityholders, the restrictions described above do not apply to:

(1) transactions relating to shares of common stock or other securities acquired in this offering or in open market transactions after the completion of this offering, provided that no filing under Section 16(a) of the Exchange Act or other public announcement shall be required or shall be voluntarily made during the restricted period in connection with subsequent sales of common stock or other securities acquired in this offering or in such open market transactions;

(2) transfers of shares of common stock or any security convertible into common stock (i) as a bona fide gift, (ii) to an immediate family member or to any trust for the direct or indirect benefit of the holder or

an immediate family member of the holder, (iii) to any corporation, partnership, limited liability company, investment fund, trust or other entity of which the holder and the immediate family of the holder are the legal and beneficial owner of all of the outstanding equity securities or similar interests, or (iv) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or an immediate family member of the holder; provided that in the case of any transfer or distribution pursuant to this clause (2), (A) such transfer shall not involve a disposition for value, (B) each donee, distributee or transferee shall sign and deliver a lock-up agreement and (C) no public disclosure or filing shall be made voluntarily during the restricted period, and to the extent a filing under Section 16(a) of the Exchange Act is required during the restricted period as a result of transfers made pursuant to this clause (2), it shall clearly indicate that the filing relates to the circumstances described in this clause (2), including that the securities remain subject to the terms of the lock-up agreement;

(3) if the holder is a corporation, partnership, limited liability company, trust or other business entity, (i) transfers or distributions of shares of common stock or any security convertible into shares of common stock to current or former general or limited partners, managers or members, stockholders, other equityholders or direct or indirect affiliates (within the meaning of Rule 405 under the Securities Act) of the holder, or to the estates of any of the foregoing or (ii) transfers or distributions to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the holder or affiliates of the holder (including, for the avoidance of doubt, where the holder is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership); *provided* that, in the case of any transfer or distribution pursuant to this clause (3), (A) each transferee, donee or distributee shall sign and deliver a lock-up agreement, (B) no filing under Section 16(a) of the Exchange Act or other public announcement reporting a reduction in beneficial ownership of shares of common stock shall be required or shall be voluntarily made during the restricted period (other than a required filing on Schedule 13D, 13F or 13G) and (C) such transfer shall not involve a disposition for value;

(4) facilitating the establishment or amendment of a trading plan on behalf of any of our stockholders, officers, or directors pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of common stock, provided that (i) such plan does not provide for the transfer of shares of our common stock during the restricted period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the holder or us regarding the establishment or amendment of such plan during the restricted period, such announcement or filing shall include a statement to the effect that no transfer of common stock may be made under such plan during the restricted period;

(5) the transfer of shares of common stock or any other securities to us to satisfy any tax, including estimated tax, remittance, or other payment obligations of the holder arising in connection with a vesting event of our securities, upon the settlement of restricted stock units or the payment due for the exercise of options (including a transfer to us for the "net" or "cashless" exercise of options) or other rights to purchase our securities, in all such cases pursuant to equity awards granted under our equity incentive plan or other equity award plan described in this prospectus; *provided*, that any remaining shares of common stock or other securities received upon such vesting, settlement or exercise shall be subject to the terms of the lock-up agreement; and *provided* further, that no public disclosure or filing shall be made voluntarily during the restricted period and, to the extent a filing under Section 16(a) of the Exchange Act is required during the restricted period as a result of transfers made pursuant to this clause (5), it shall clearly indicate that the filing relates to the circumstances described in this clause (5), including that the securities remain subject to the terms of the lock-up agreement;

(6) the transfer of shares of common stock or any other securities that occurs by operation of law pursuant to a qualified domestic order or other court order in connection with a divorce settlement, provided that (i) the transferee shall sign and deliver a lock- up agreement, (ii) no public disclosure or filing shall be voluntarily made during the restricted period and (iii) any filing required under Section 16(a) of the

Exchange Act during the restricted period shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (6);

(7) transfers to us (A) from any of our employees upon death, disability or termination of employment, in each case, of such employee or (B) pursuant to any contractual arrangement described in this prospectus or in an exhibit filed with the registration statement related to this offering and disclosed to the Representatives that provides for the repurchase of shares of common stock in connection with the termination of the holder's employment with or service to us; provided that in the case of clause (B), no public disclosure or filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made during the restricted period within the first 75 days after the date of this prospectus, and after such 75th day, to the extent a filing under Section 16(a) of the Exchange Act is required during the restricted period as a result of transfers made pursuant to this clause (7), it shall clearly indicate that the filing relates to the circumstances described in this clause (7) and no public disclosure or filing shall be voluntarily made;

(8) the conversion of shares of our redeemable convertible preferred stock into shares of common stock as described in this prospectus, provided that, in each case such shares shall continue to be subject to the restrictions on transfer set forth in the lock-up agreement; or

(9) the transfer of shares of common stock or any other securities pursuant to a bona fide third- party tender offer, merger, consolidation or other similar transaction that is approved by our board of directors, made to all holders of common stock involving a change of control, provided that, in the event that the tender offer, merger, consolidation or other such transaction is not completed, the common stock owned by the holder shall remain subject to the restrictions contained in the lock-up agreement.

Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC, in their sole discretion, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time.

In order to facilitate the offering of the common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of common stock in the open market to stabilize the price of the common stock. These activities may raise or maintain the market price of the common stock above independent market levels or prevent or retard a decline in the market price of the common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to

allocate a number of shares of common stock to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

Other Relationships

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Pricing of the Offering

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiations between us and the representatives. Among the factors to be considered in determining the initial public offering price will be our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

Selling Restrictions

Canada

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

European Economic Area

In relation to each Member State of the European Economic Area (each, a Relevant State), no shares have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the EU Prospectus Regulation (as defined below), except that offers of shares may be made to the public in that Relevant State at any time under the following exemptions under the EU Prospectus Regulation:

(i) to any legal entity which is a qualified investor as defined under the EU Prospectus Regulation;

(ii) to fewer than 150 natural or legal persons (other than qualified investors as defined under the EU Prospectus Regulation), subject to obtaining the prior consent of the representatives; or

(iii) in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of the shares shall require us or any of the representatives to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to the shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase any shares, and the expression "EU Prospectus Regulation" means Regulation (EU) 2017/1129 (as amended).

United Kingdom

Each underwriter has represented and agreed that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the FSMA)) received by it in connection with the issue or sale of the shares in circumstances in which Section 21(1) of the FSMA does not apply to us; and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares in, from or otherwise involving the United Kingdom.

No shares have been offered or will be offered pursuant to the offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the shares which has been approved by the Financial Conduct Authority, except that the shares may be offered to the public in the United Kingdom at any time:

(i) to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation (as defined below);

(ii) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(iii) in any other circumstances falling within Section 86 of the FSMA,

provided that no such offer of the shares shall require us or any of the representatives to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to the shares in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares and the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

This prospectus is only for distribution to and directed at: (i) in the United Kingdom, persons having professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the Order), and high net worth entities falling within Article 49(2)(a) to (d) of the Order; (ii) persons who are outside the United Kingdom; and (iii) any other person to whom it can otherwise be lawfully distributed (all such persons together, Relevant Persons). Any investment or investment activity to which this prospectus relates is available only to and will be engaged in only with Relevant Persons, and any person who is not a Relevant Person should not rely on it.

Hong Kong

The shares of common stock have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the shares of common stock has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares of common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Japan

The shares of common stock have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person (as defined below) or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" means any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the shares of common stock were not offered or sold or caused to be made the subject of an invitation for subscription or purchase and will not be offered or sold or caused to be made the subject of an invitation for subscription or purchase, and this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares of common stock, has not been circulated or distributed, nor will it be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore (as modified or amended from time to time, the SFA)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares of common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor;

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the securities pursuant to an offer made under Section 275 of the SFA except:

(a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(b) where no consideration is or will be given for the transfer;

(c) where the transfer is by operation of law; or

(d) as specified in Section 276(7) of the SFA.

Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (the SIX) or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to us, the offering, or the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offering of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, and the offering of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (the CISA). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the shares.

Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the DFSA). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, in relation to the offering. This prospectus

does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the Corporations Act), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (Exempt Investors) who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring the shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Israel

In the State of Israel this prospectus shall not be regarded as an offer to the public to purchase shares of common stock under the Israeli Securities Law, 5728 - 1968, which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the Israeli Securities Law, 5728 - 1968, including if: (i) the offer is made, distributed or directed to not more than 35 investors, subject to certain conditions (the Addressed Investors); or (ii) the offer is made, distributed or directed to certain qualified investors defined in the First Addendum of the Israeli Securities Law, 5728 - 1968, subject to certain conditions (the Qualified Investors). The Qualified Investors shall not be taken into account in the count of the Addressed Investors and may be offered to purchase shares of common stock in addition to the 35 Addressed Investors. The company has not and will not take any action that would require it to publish a prospectus in accordance with and subject to the Israeli Securities Law, 5728 - 1968. We have not and will not distribute this prospectus or make, distribute or direct an offer to subscribe for our common stock to any person within the State of Israel, other than to Qualified Investors and up to 35 Addressed Investors.

Qualified Investors may have to submit written evidence that they meet the definitions set out in of the First Addendum to the Israeli Securities Law, 5728 - 1968. In particular, we may request, as a condition to be offered common stock, that Qualified Investors will each represent, warrant and certify to us and/or to anyone acting on our behalf: (i) that it is an investor falling within one of the categories listed in the First Addendum to the Israeli Securities Law, 5728 - 1968; (ii) which of the categories listed in the First Addendum to the Israeli Securities Law, 5728 - 1968 regarding Qualified Investors is applicable to it; (iii) that it will abide by all provisions set forth in the Israeli Securities Law, 5728 - 1968 and the regulations promulgated thereunder in connection with the offer to be issued common stock; (iv) that the shares of common stock that it will be issued are, subject to exemptions available under the Israeli Securities Law, 5728 - 1968: (a) for its own account; (b) for investment purposes only; and (c) not issued with a view to resale within the State of Israel, other than in accordance with the provisions of the Israeli Securities Law, 5728 - 1968; and (v) that it is willing to provide further evidence of its Qualified Investor status. Addressed Investors may have to submit written evidence in respect of their identity and may have to sign and submit a declaration containing, inter alia, the Addressed Investor's name, address and passport number or Israeli identification number.

LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for us by Latham & Watkins LLP, San Diego, California. The underwriters are being represented by Cooley LLP, San Diego, California.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our financial statements at December 31, 2021 and 2022, and for each of the two years in the period ended December 31, 2022, as set forth in their report. We've included our financial statements in the prospectus and elsewhere in the registration statement in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our common stock offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules filed therewith. For further information about us and the common stock offered hereby, we refer you to the registration statement and the exhibits and schedules filed therewith. Statements contained in this prospectus regarding the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and each such statement is qualified in all respects by reference to the full text of such contract or other document filed as an exhibit to the registration statement.

We are not currently subject to the information and periodic and current reporting requirements of the Exchange Act. Upon the closing of this offering, we will become subject to the information and periodic and current reporting requirements of the Exchange Act and, in accordance therewith, will file periodic reports, proxy statements and other information with the SEC. The SEC maintains a website at www.sec.gov that contains reports, proxy statements and other information regarding companies that file electronically with it. Our periodic and current reports, proxy statements and other information will be available at www.sec.gov.

We also maintain a website at https://cgoncology.com. Upon the closing of this offering, you may access our proxy statements, annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act with the SEC free of charge at our website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The reference to our website address does not constitute incorporation by reference of the information contained on our website, and you should not consider the contents of our website in making an investment decision with respect to our common stock. We have included our website address in this prospectus solely as an inactive textual reference.

CG ONCOLOGY, INC.
INDEX TO FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of CG Oncology, Inc.

Opinion on the Financial Statements

We have audited the accompanying balance sheets of CG Oncology, Inc. (the Company) as of December 31, 2021 and 2022, the related statements of operations and comprehensive loss, redeemable convertible preferred stock and stockholders' deficit and cash flows for the years then ended and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2022, and the results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

We have served as the Company's auditor since 2021.

/s/ Ernst & Young LLP

Irvine, California
October 27, 2023

CG Oncology, Inc.

Balance Sheets
(In thousands, except share and per share amounts)

	December 31, 2021	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	$ 53,607	$ 88,143
Marketable securities	—	55,338
Prepaid expenses and other current assets	4,798	3,424
Other receivables	2	303
Total current assets	58,407	147,208
Property and equipment, net	87	86
Operating lease right-of-use assets	113	420
Other assets	85	33
Total assets	$ 58,692	$ 147,747
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Deficit		
Current liabilities:		
Accounts payable	$ 1,003	$ 985
Long-term debt, current portion	2,943	8,966
Operating lease liabilities, current portion	72	189
Accrued expenses and other current liabilities	1,957	5,289
Total current liabilities	5,975	15,429
Long-term debt	12,064	6,532
Success fee liability, non-current	351	352
Operating lease liabilities, net of current portion	50	257
Total liabilities	18,440	22,570
Commitments and contingencies (Note 5)		
Redeemable convertible preferred stock:		
Series A-1 redeemable convertible preferred stock, $0.0001 par value per share; 5,075,000 shares authorized, issued and outstanding as of December 31, 2021 and 2022; liquidation value of $3,570 as of December 31, 2021 and 2022.	3,570	3,570
Series B redeemable convertible preferred stock, $0.0001 par value per share; 11,973,000 shares authorized, issued and outstanding as of December 31, 2021 and 2022; liquidation value of $10,000 as of December 31, 2021 and 2022.	10,000	10,000
Series C redeemable convertible preferred stock, $0.0001 par value per share; 73,598,283 shares authorized, issued and outstanding of December 31, 2021 and 2022; liquidation value of $22,000 as of December 31, 2021 and 2022.	22,000	22,000
Series D redeemable convertible preferred stock, $0.0001 par value per share; 53,271,754 shares authorized, issued and outstanding as of December 31, 2021 and 2022; liquidation value of $47,300 as of December 31, 2021 and 2022.	47,300	47,300
Series E redeemable convertible preferred stock, $0.0001 par value per share; zero and 112,422,700 shares authorized, issued and outstanding as of December 31, 2021 and 2022, respectively; liquidation value of zero and $120,000 as of December 31, 2021 and 2022, respectively.	—	120,000
Stockholders' deficit:		
Common stock, $0.001 par value per share; 263,000,000 and 393,500,000 shares authorized as of December 31, 2021 and 2022, respectively; 35,408,988 and 36,640,092 shares issued and outstanding at December 31, 2021 and 2022, respectively.	3	4
Additional paid-in capital	3,271	3,638
Accumulated deficit	(45,892)	(81,335)
Total stockholders' deficit	(42,618)	(77,693)
Total liabilities, redeemable convertible preferred stock and stockholders' deficit	$ 58,692	$ 147,747

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

CG Oncology, Inc.

Statements of Operations and Comprehensive Loss
(In thousands, except share and per share amounts)

	Year Ended December 31,	
	2021	2022
Revenue:		
Research and collaboration revenue	$ 10,358	$ 191
Operating expenses:		
Research and development	18,319	29,029
General and administrative	4,645	6,408
Total operating expenses	22,964	35,437
Loss from operations	(12,606)	(35,246)
Other (expense) income, net:		
Interest expense, net	(451)	(1)
Other income (expense), net	218	(196)
Total other (expense) income, net	(233)	(197)
Net loss and comprehensive loss	(12,839)	(35,443)
Deemed dividend on redeemable convertible preferred stock issuances	—	(474)
Cumulative redeemable convertible preferred stock dividends	(5,544)	(7,871)
Net loss attributable to common stockholders	$ (18,383)	$ (43,788)
Net loss per share attributable to common stockholders, basic and diluted	$ (0.53)	$ (1.23)
Weighted-average shares of common stock outstanding, basic and diluted	34,807,996	35,669,546

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

CG Oncology, Inc.

Statements of Redeemable Convertible Preferred Stock and Stockholders' Deficit
(In thousands, except share amounts)

	Series A-1 Redeemable Convertible Preferred Stock		Series B Redeemable Convertible Preferred Stock		Series C Redeemable Convertible Preferred Stock		Series D Redeemable Convertible Preferred Stock		Series E Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount			
Balance as of December 31, 2020	5,075,000	$ 3,570	11,973,000	$ 10,000	73,598,283	$ 22,000	53,271,754	$ 47,300	—	$ —	34,346,850	$ 3	$ 1,914	$ (33,053)	$ (31,136)
Issuance of common stock	—	—	—	—	—	—	—	—	—	—	1,062,138	—	245	—	245
Stock-based compensation expense	—	—	—	—	—	—	—	—	—	—	—	—	1,112	—	1,112
Net loss	—	—	—	—	—	—	—	—	—	—	—	—	—	(12,839)	(12,839)
Balance as of December 31, 2021	5,075,000	$ 3,570	11,973,000	$ 10,000	73,598,283	$ 22,000	53,271,754	$ 47,300	—	$ —	35,408,988	$ 3	$ 3,271	$ (45,892)	$ (42,618)
Issuance of Series E redeemable convertible preferred stock (inclusive of deemed dividend of $474k to accrete to redemption value)	—	—	—	—	—	—	—	—	112,422,700	120,000	—	—	(474)	—	(474)
Issuance of Common Stock	—	—	—	—	—	—	—	—	—	—	1,231,104	1	165	—	166
Stock-based compensation expense	—	—	—	—	—	—	—	—	—	—	—	—	676	—	676
Net loss	—	—	—	—	—	—	—	—	—	—	—	—	—	(35,443)	(35,443)
Balance at December 31, 2022	5,075,000	$ 3,570	11,973,000	$ 10,000	73,598,283	$ 22,000	53,271,754	$ 47,300	112,422,700	$ 120,000	36,640,092	$ 4	$ 3,638	$ (81,335)	$ (77,693)

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

CG Oncology, Inc.

Statements of Cash Flows
(In thousands)

	Year Ended December 31,	
	2021	**2022**
Operating Activities		
Net loss	$ (12,839)	$ (35,443)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	10	15
Amortization of loan fees	11	12
Final payment amortization	119	448
Mark to market on success fee	237	—
Success fee amortization	32	32
Forgiveness of PPP loan	(372)	—
Stock-based compensation expense	1,112	676
Non-cash lease expense	3	17
Changes in operating assets and liabilities:		
Prepaid and current assets	(1,996)	1,073
Other assets	(85)	52
Accounts payable	578	(18)
Accrued expenses	(464)	3,332
Net cash used in operating activities	(13,654)	(29,804)
Investing Activities		
Purchase of securities	—	(55,338)
Purchase of property and equipment	(97)	(14)
Net cash used in investing activities	(97)	(55,352)
Financing Activities		
Proceeds from issuance of Series E redeemable convertible preferred stock, net of issuance costs	—	119,526
Proceeds from issuance of long-term debt	14,959	—
Proceeds from PPP loan	242	—
Proceeds from exercise of common stock options	245	166
Net cash provided by financing activities	15,446	119,692
Net increase in cash, cash equivalent and restricted cash	1,695	34,536
Cash, cash equivalents and restricted cash at beginning of year	51,912	53,607
Cash, cash equivalents and restricted cash at end of period	$ 53,607	$ 88,143
Supplemental Disclosure of Cash Flow Information:		
Cash paid for interest	$ 314	$ 1,091
Cash paid for taxes	$ —	$ —
Supplemental Schedule of Noncash Investing And Financing Activities:		
Forgiveness of PPP loan	$ 372	$ —
Operating lease right-of-use asset obtained in exchange for lease liabilities	$ 140	$ 474

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

CG Oncology, Inc.
Notes to Financial Statements

1. Description of Business and Basis of Presentation

Description of Business

Cold Genesys Inc. was incorporated in California in September 2010, reincorporated in Delaware in November 2017 and is headquartered in Irvine, California. Cold Genesys, Inc. changed its name to CG Oncology, Inc. (the Company), in March 2020. The Company is a late-stage clinical biopharmaceutical company focused on developing and commercializing its product candidate, cretostimogene, for patients with bladder cancer. The Company is at a clinical stage and does not project to generate significant revenues if and until the U.S. Food and Drug Administration (FDA) approves its primary asset, cretostimogene.

Basis of Presentation

The accompanying financial statements are prepared in conformity with U.S. generally accepted accounting principles (GAAP). Any reference in these notes to applicable guidance is meant to refer to the authoritative GAAP as found in the Accounting Standards Codification (ASC) and Accounting Standards Updates (ASU) of the Financial Accounting Standards Board (FASB).

Liquidity and Management's Plans

As of December 31, 2022, the Company had approximately $143.5 million of cash, cash equivalents and marketable securities and working capital of approximately $131.8 million. The revenue and income potential of the Company's business and market are unproven. The Company has experienced net losses and negative cash flows from operations since its inception and, as of December 31, 2022, the Company had an accumulated deficit of $81.3 million. During the year ended December 31, 2022, the Company incurred a net loss of $35.4 million and negative cash flows from operations of $29.8 million. The Company will continue to incur significant costs and expenses related to its ongoing operations until it successfully develops, obtains regulatory approval and gains market acceptance of cretostimogene and achieves a level of revenues adequate to support the Company's operations.

From inception to December 31, 2022, the Company has funded its operations through the issuance of shares of its redeemable convertible preferred stock and long-term debt. The Company believes that its current capital resources, which consist of cash, cash equivalents and marketable securities, will be sufficient to fund operations through at least the next twelve months from the date the accompanying financial statements are issued based on its expected cash needs. As the Company continues to pursue its business plan, it expects to finance its operations through equity offerings, debt financings, or other capital sources, including current or potential future collaborations, licenses, and other similar arrangements. However, there can be no assurance that any additional financing or strategic arrangements will be available to the Company on acceptable terms, if at all. If events or circumstances occur such that the Company does not obtain additional funding, it may be necessary to significantly reduce its scope of operations to reduce the current rate of spending through actions such as reductions in staff and the need to delay, limit, reduce or terminate its product development or future commercialization efforts or grant rights to develop and market product candidates that it would otherwise prefer to develop and market itself, which could have a material adverse effect on the Company's business, results of operations or financial condition.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates, assumptions, and judgements that affect the reported amounts of assets, liabilities, expenses, and related

disclosures in the accompanying notes. The Company bases its estimates, assumptions and judgements on historical experience when available and on various factors that it believes to be reasonable under the circumstances as of the date of the accompanying financial statements including the fair value of common stock, stock-based compensation expense, accrued expenses, lease accounting, and the recoverability of the Company's net deferred tax assets and related valuation allowance. In addition, other factors may affect estimates, including the expected business and operational changes, the sensitivity and volatility associated with the assumptions used in developing estimates, and whether historical trends are expected to be representative of future trends. The estimation process often may yield a range of potentially reasonable estimates of the ultimate future outcomes, and management must select an amount that falls within that range of reasonable estimates. Actual results could differ materially from the estimates and assumptions used in the preparation of the accompanying financial statements under different assumptions or conditions.

Cash, Cash Equivalents and Marketable Securities

The Company considers all highly liquid investments and instruments with original maturities of 90 days or less that can be liquidated without prior notice or penalty to be cash equivalents. Cash equivalents consisted primarily of demand deposit accounts, insurance deposits and short-term U.S. Treasury money market funds as of December 31, 2021 and 2022. Marketable securities represent fixed income securities which consists of U.S. Treasury bills with maturities greater than 90 days.

Concentration of Credit Risks

Financial instruments that subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents. The Company deposits cash and cash equivalents with high credit quality financial institutions in the United States. These deposits are held in checking and money market accounts and may, from time to time, exceed the federally insured amounts. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant risk in its cash and cash equivalents. The primary objectives of the Company's investment portfolio are the preservation of capital and maintenance of liquidity.

The Company is subject to risks common to companies in the biopharmaceutical industry, including, but not limited to, risks related to the successful development and commercialization of product candidates, fluctuations in operating results and financial risks, the ability to successfully raise additional funds when needed, protection of proprietary rights and patent risks, patent litigation, compliance with government regulations, dependence on key personnel and collaboration partners, and competition from competing products in the marketplace.

Fair Value of Financial Instruments

The Company applies fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. The Company's financial instruments consist principally of cash, cash equivalents, marketable securities, accounts payable and operating lease liabilities. Fair value is measured as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. A fair value measurement assumes that the transaction to sell the asset or transfer the liability occurs in the principal market for the asset or liability or, in the absence of a principal market, the most advantageous market. A framework is used for measuring fair value utilizing a three-tier hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3).

CG Oncology, Inc.
Notes to Financial Statements

The three levels of the fair value hierarchy are as follows:

***Level* 1**—Observable inputs such as unadjusted quoted prices in active markets that are accessible at the measurement date for identical unrestricted assets or liabilities the Company has the ability to access;

***Level* 2**—Inputs (other than quoted prices included within Level 1) that are observable for the asset or liability, either directly or indirectly, for substantially the full term of 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 significant to the fair value measurement and reflect the reporting entity's use of significant management judgment and assumptions when there is little or no market data. Level 3 assets and liabilities include those whose fair value measurements are determined using pricing models, discounted cash flow methodologies or similar valuation techniques and significant management judgment or estimation.

Financial instruments are categorized in their entirety based on the lowest level of input that is significant to the fair value measurement. The assessment of the significance of a particular input to the fair value measurement requires judgment and considers factors specific to the investment. To the extent that the valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised by the Company in determining fair value is greatest for instruments categorized in Level 3. The Company reviews the fair value hierarchy classification at each reporting date. Changes in the ability to observe valuation inputs may result in a reclassification of levels for certain assets or liabilities within the fair value hierarchy. The Company did not have any transfers of assets and liabilities between the levels of the fair value measurement hierarchy during the years presented.

Comprehensive Loss

There were no differences between net loss and comprehensive loss presented in the statements of operations for the years ended December 31, 2021 and 2022.

Property and Equipment, Net

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is calculated over five years, which equals the estimated useful lives of the respective assets.

The initial cost of property and equipment consists of its purchase price and any directly attributable costs of bringing the asset to its working condition and location for its intended use. Expenditures incurred after the assets have been put into operation, such as repairs and maintenance, are charged to expense in the period in which the costs are incurred. Major replacements, improvements, and additions are capitalized in accordance with Company policy.

Impairment of Long-Lived Assets

The Company evaluates its long-lived assets, which consist of property and equipment and operating lease right-of-use assets, for impairment at least annually and whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. Factors that the Company considers in deciding when to perform an impairment review include significant underperformance of the business in relation to expectations, significant negative industry or economic trends, and significant changes or planned changes in the

use of the assets. If the asset is considered to be impaired, the amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset. The Company recognized no impairment losses for the years ended December 31, 2021 and 2022.

Debt

On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The Company entered into a loan agreement (the PPP Loan) with Silicon Valley Bank (SVB) under the Paycheck Protection Program (the PPP), which is part of the CARES Act administered by the U.S. Small Business Administration (SBA). As part of the application for these funds, the Company, in good faith, certified that the then current economic uncertainty made the loan request necessary to support the ongoing operations of the Company. The certification further required the Company to take into account its current business activity and its ability to access other sources of liquidity sufficient to support ongoing operations in a manner that was not significantly detrimental to the business. The Company recorded the entire amount of the PPP Loan as debt.

The Company applied for forgiveness of the PPP Loan of $0.4 million in 2021. In 2021, the Company received a confirmation notice from SVB that the forgiveness of the PPP Loan was approved by the SBA.

Leases

Lease right-of-use assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized when the Company takes possession of the leased property (the Commencement Date) based on the present value of lease payments over the lease term. At the inception of a contract, the Company determines whether the arrangement is or contains a lease based on the facts and circumstances present. The Company had no finance leases as of December 31, 2021 and 2022.

Operating lease right-of-use assets also include any lease payments made at or before lease commencement and exclude any lease incentives received. The lease terms used to calculate the right-of-use asset and related lease liability include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. The Company elects the practical expedient to exclude short-term agreements of less than 12 months from capitalization. The Company enters into various operating leases for office space. The leases expire at various dates, have various options to renew, and may contain escalation provisions.

Rent expense on cancelable leases containing known future scheduled rent increases is recorded on a straight-line basis over the term of the respective leases beginning on the Commencement Date. The difference between rent expense and rent paid is accounted for as a component of operating lease right-of-use assets on the accompanying balance sheets. Landlord improvement allowances and other such lease incentives are recorded as property and equipment and as a reduction of the right-of-use leased assets and are amortized on a straight-line basis as a reduction to operating lease costs. The key estimates for the Company's leases include the incremental borrowing rate used to determine the present value of lease payments and the lease term. The Company's leases generally do not include an implicit rate. Management determines the incremental borrowing rate based on the information available at lease commencement.

Operating lease right-of-use assets are initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any lease incentives received. Operating lease right-of-use assets are subsequently measured

throughout the lease term at the carrying amount of the lease liability, plus initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received. Lease expense for lease payments is recognized on a straight-line basis over the lease term. Operating lease liabilities are initially measured at the present value of the unpaid lease payments at the lease commencement date.

Research and Collaboration Revenue

The Company entered into development and license agreements with Lepu Biotech Co., Ltd. (Lepu) and Kissei Pharmaceutical Co., Ltd. (Kissei), collectively referred to as the License and Collaboration Agreements. See Note 6 for a description of the License and Collaboration Agreements.

At contract inception, the Company analyzes its collaboration arrangements to assess whether such arrangements involve joint operating activities performed by parties that are both active participants in the activities and exposed to significant risks and rewards dependent on the commercial success of such activities and therefore within the scope of ASC 808, *Collaborative Arrangements* (ASC 808). This assessment is performed throughout the life of the arrangement based on changes in the responsibilities of all parties in the arrangement. For collaboration arrangements within the scope of ASC 808 that contain multiple units of account, the Company first determines which components of the collaboration are deemed to be within the scope of ASC 808 and which components of the collaboration are more reflective of a vendor-customer relationship and therefore within the scope of ASC 606.

For units of account of collaboration arrangements that are accounted for pursuant to ASC 808, an appropriate recognition method is determined and applied consistently, either by analogy to authoritative accounting literature or by applying a reasonable and rational policy election. The Company evaluates the income statement classification for presentation of amounts due from or owed to other participants associated with multiple activities in a collaboration arrangement based on the nature of each separate activity.

For units of account accounted within scope of ASC 606, to determine the appropriate amount of revenue to be recognized for the arrangements, the Company performs the following steps: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation.

The Company’s performance obligations under the terms of these agreements include a license grant, research and development services or customer options, depending on the terms of the License and Collaboration Agreement. Payments to the Company include a non-refundable upfront payment, payments based upon the achievement of development and commercial milestones, and royalties on product sales under the License and Collaboration agreements.

Development milestones

The License and Collaboration Agreements include milestone payments that are triggered by the achievement of development milestones. These milestone payments represent variable consideration that are not initially recognized within the transaction price. Revenue from milestones will be recognized at the time the specified milestone events have been achieved.

Sales milestones and royalty payments

The License and Collaboration Agreements also include certain sales-based milestone and royalty payments upon successful commercialization of a licensed product. In accordance with ASC 606, the Company recognizes

revenue from sales-based milestone and royalty payments at the later of: (i) the occurrence of the subsequent sale; or (ii) the performance obligation to which some or all of the sales-based milestone or royalty payments has been allocated or has been satisfied. The Company anticipates recognizing these milestones and royalty payments if and when subsequent sales are generated.

Research and Development Expenses

Research and development (R&D) expenses consist of costs incurred for R&D of its product candidate and are recorded to operating expenses when incurred. The Company's R&D expenses consist primarily of costs incurred in performing R&D activities, including personnel-related expenses such as salaries, stock-based compensation and benefits, as well as allocated facilities costs, dues and subscriptions and external costs of outside vendors engaged as contract research organization (CRO), contract manufacturers, consultants and other third parties to conduct and support our clinical trials and preclinical studies. The Company accrues expenses related to development activities performed by third parties based on an evaluation of services received and efforts expended pursuant to the terms of the contractual arrangements. Payments under some of these contracts depend on clinical trial milestones. There may be instances in which payments made to the Company's vendors will exceed the level of services provided and result in a prepayment of expenses. In accruing service fees, the Company estimates the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from the estimate, the Company will adjust the accrual or prepaid expense accordingly. Costs to acquire technologies to be used in R&D that have not reached technological feasibility and have no alternative future use are also expensed as incurred.

Stock-Based Compensation

As of December 31, 2021 and 2022, the Company had two stock-based compensation plans, the 2015 Equity Incentive Plan (the 2015 Plan) and 2022 Incentive Award Plan (the 2022 Plan), which are more fully described in Note 9.

The Company periodically grants equity-based payment awards in the form of stock options to employees, directors and non-employees and records stock-based compensation expenses for awards of stock-based payments based on their estimated fair value at the grant date. The Company recognizes stock-based compensation expense for all equity-based payments, including stock options. Stock-based compensation costs are calculated based on the estimated fair value of the underlying option using the Black-Scholes option pricing model on the date of grant for stock options and are recognized as expense in the accompanying statement of operations and comprehensive loss on a straight-line basis over the requisite service period, which is the vesting period. Determining the appropriate fair value model and related input assumptions requires judgment, including estimating the fair value of the Company's common stock, stock price volatility, and expected term.

Given the absence of a public trading market, the fair value of the Company's common stock is determined by the Company's Board of Directors (the Board) at the time of each option grant by considering a number of objective and subjective factors. These factors include the valuation of a select group of public peer companies within the industry that focus on biotechnology that the Board believes is comparable to the Company's operations; operating and financial performance; the lack of liquidity of the common stock and trends in the broader economy and medical device industry also impact the determination of the fair value of the common stock. In addition, the Company regularly engages a third-party valuation specialist to assist with estimates related to the valuation of the Company's common stock;

- The risk-free interest rate used is based on the published U.S. Department of Treasury interest rates in effect at the time of stock option grant for zero coupon U.S. Treasury notes with maturities approximating each grant's expected term;

- The dividend yield is zero as the Company has not paid dividends and does not anticipate paying a cash dividend in the foreseeable future;
- The expected term for options granted is calculated using the simplified method and represents the average time that options are expected to be outstanding based on the mid-point between the vesting date and the end of the contractual term of the award;
- Expected volatility is derived from the historical volatilities of a select group of comparable peer companies, for a look-back period commensurate with the expected term of the stock options, as the Company has no trading history of common stock.

The Company recognizes forfeitures related to stock-based compensation awards as they occur.

The Company classifies stock-based compensation expense in the statement of operations in the same manner in which the award recipients' payroll costs are classified or in which the award recipients' service payments are classified.

Income Taxes

The Company accounts for income taxes in accordance with ASC 740, *Income Taxes* (ASC 740). ASC 740 requires the use of the asset and liability method of accounting for income taxes. The current or deferred tax consequences of a transaction are measured by applying the provisions of enacted tax laws to determine the amount of taxes payable currently or in future years. Deferred tax assets and liabilities are determined based on the difference between the financial statements and tax basis of assets and liabilities and expected future tax consequences of events that have been included in the financial statements or tax returns using enacted tax rates in effect for the year in which the differences are expected to reverse. Under this method, a valuation allowance is used to offset deferred tax assets if, based upon the available evidence, it is more likely than not that some or all of the deferred tax assets may not be realized. Management annually evaluates the recoverability of deferred taxes and the adequacy of the valuation allowance. See Note 10 for additional information.

The Company follows the provisions of ASC 740 relative to accounting for uncertain tax positions. These provisions provide guidance on the recognition, de-recognition and measurement of potential tax benefits associated with tax positions. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. As applicable, the Company recognizes accrued penalties and interest related to unrecognized tax benefits in the provision for income taxes.

Significant judgment is required in determining the Company's provision for income taxes, deferred tax assets and liabilities and the valuation allowance recorded against net deferred tax assets. The Company assesses the likelihood that deferred tax assets will be recovered as deductions from future taxable income. The evaluation of the need for a valuation allowance is performed on a jurisdiction-by-jurisdiction basis and includes a review of all available positive and negative evidence. Factors reviewed include projections of pre-tax book income for the foreseeable future, determination of cumulative pre-tax book income after permanent differences, earnings history and reliability of forecasting.

The Company is required to file federal and state income tax returns in the U.S. The preparation of state tax returns requires the Company to interpret the applicable tax laws and regulations in effect in such jurisdictions, which could affect the amount of tax paid by the Company.

The Company's income tax returns are based on calculations and assumptions that are subject to examination by the Internal Revenue Service and other tax authorities. In addition, the calculation of the

Company's tax liabilities involves dealing with uncertainties in the application of complex tax regulations. The Company recognizes liabilities for uncertain tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement. While the Company believes it has appropriate support for the positions taken on its tax returns, the Company regularly assesses the potential outcomes of examinations by tax authorities in determining the adequacy of its provision for income taxes. The Company continually assesses the likelihood and amount of potential revisions and adjusts the income tax provision, income taxes payable and deferred taxes in the period in which the facts that give rise to a revision become known.

The Company follows the accounting guidance on accounting for uncertainty in income taxes. The guidance prescribes a recognition threshold and measurement attribute criteria for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return.

Classification of Redeemable Convertible Preferred Stock

Classification of the Company's Series A-1, B, C, D and E redeemable convertible preferred stock is being treated as mezzanine equity and not as part of stockholders' deficit because the holders of such shares have liquidation rights in the event of a deemed liquidation that, in certain situations, are not solely within the control of the Company and would require the redemption of the then-outstanding redeemable convertible preferred stock. In addition, all of the Company's redeemable convertible preferred stock are redeemable with the passage of time on or after September 30, 2027, by class and if requested by a requisite majority of each class. See Note 7 for additional information.

The carrying values of the Series A-1, B, C, D and E redeemable convertible preferred stock are reported at their respective redemption values.

Net Loss Per Share Attributable to Common Stockholders

The Company determined all of its redeemable convertible preferred stock qualifies as participating securities, as defined in ASC 260. Under ASC 260, securities are considered participating securities if the securities may participate in undistributed earnings with common stock. In accordance with ASC 260, a company is required to use the two-class method when computing net income (loss) per share when a company has securities that qualify as participating securities. The two-class method is an earnings allocation formula that determines net income (loss) per share for each class of common stock and participating security according to dividends declared (or accumulated) and participation rights in undistributed earnings. Under the two-class method, the net loss attributable to common stockholders is not allocated to the convertible preferred stock as the preferred stockholders do not have a contractual obligation to share in the Company's losses.

Segment and Geographic Information

Operating segments are defined as components of an enterprise (business activity from which it earns revenue and incurs expenses) about which discrete financial information is available and regularly reviewed by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The Company's chief operating decision maker is its Chief Executive Officer. The chief operating decision maker reviews consolidated operating results to make decisions about allocating resources and assessing performance for the entire company. The Company views its operations and manages its business as one operating segment. All of the Company's assets are located in the United States.

CG Oncology, Inc.
Notes to Financial Statements

Recently Issued Accounting Standards

Accounting standards not listed below were assessed and determined not to be applicable or are expected to have minimal impact on the Company's financial statements.

In December 2019, the FASB issued ASU 2019-12, *Simplifying the Accounting for Income Taxes*. The guidance eliminates certain exceptions related to the approach for intra-period tax allocation, the methodology for calculating income taxes in an interim period and the recognition of deferred tax liabilities for outside basis differences. It also clarifies and simplifies other aspects of the accounting for income taxes. The guidance was effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Early adoption was permitted. The adoption of the guidance did not have a material impact on the Company's financial statements.

In August 2020, the FASB issued ASU 2020-06, *Debt — Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging — Contracts in Entity's Own Equity (Subtopic 815-40)*. The guidance simplifies the accounting for certain financial instruments, eliminates the current models that require separation of beneficial conversion and cash conversion features from convertible instruments, and simplifies the derivative scope exception guidance pertaining to equity classification of contracts in an entity's own equity. It also introduces additional disclosures for convertible debt and freestanding instruments that are indexed to and settled in an entity's own equity and amends the diluted earnings per share guidance, including the requirement to use the if-converted method for all convertible instruments. The guidance is effective for public business entities that meet the definition of a Securities and Exchange Commission filer, excluding entities eligible to be smaller reporting companies as defined by the Securities and Exchange Commission, for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. For all other entities, the guidance is effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted, but no earlier than fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. The Board specified that an entity should adopt the guidance as of the beginning of its annual fiscal year. The Company early-adopted the guidance as of January 1, 2021. The adoption of the guidance did not have a material impact on the Company's financial statements.

3. Fair Value Measurements

The following tables present the financial instruments carried at fair value on a recurring basis as of December 31, 2021 and 2022 in accordance with the ASC 820 hierarchy (in thousands):

	Fair Value Measurements at December 31, 2021			
	Level 1	Level 2	Level 3	Total
Assets				
Cash equivalents	$ 53,047	$ —	$ —	$ 53,047
Liabilities				
Success fee liability	$ —	$ —	$ 351	$ 351

	Fair Value Measurements at December 31, 2022			
	Level 1	Level 2	Level 3	Total
Assets				
Cash equivalents	$ 87,143	$ —	$ —	$ 87,143
Marketable securities	$ —	$ 55,338	$ —	$ 55,338
Liabilities				
Success fee liability	$ —	$ —	$ 352	$ 352

CG Oncology, Inc.
Notes to Financial Statements

The Company's cash equivalents represent deposits in a short-term U.S. Treasury money market fund quoted in an active market and were classified as a Level 1 fair value measurement. Marketable securities represent fixed income securities (U.S. treasury bills) with original maturities greater than 90 days and were classified as a level 2 fair value measurement.

The success fee liability associated with the Loan and Security Agreement (the Loan Agreement) the Company entered into in January 2021 was classified as a Level 3 fair value measurement, due to the use of unobservable inputs. See Note 11 for additional information on the Loan Agreement and success fee.

There were no transfers between Level 1 and Level 2 of the fair value hierarchy during the years ended December 31, 2021 and 2022.

The following table provides a summary of the changes in the Company's Level 3 fair value measurement (in thousands):

Balance, December 31, 2020	$ —
Initial measurement of success fee	114
Increase in fair value of success fee recorded in earnings	237
Balance, December 31, 2021	$ 351
Increase in fair value of success fee recorded in earnings	1
Balance, December 31, 2022	$ 352

4. Accrued Expenses and Other Current Liabilities

The components of accrued expenses and other current liabilities for the years ended December 31, 2021 and 2022 were as follows (in thousands):

	December 31,	
	2021	2022
External research and development expenses	$ 753	$ 3,136
Personnel-related expenses	1,065	1,833
Professional fees	71	147
Other	68	173
Total accrued expenses and other current liabilities	$ 1,957	$ 5,289

5. Commitments and Contingencies

Operating Leases

On January 1, 2019, the Company adopted ASC 842, *Leases*. As of December 31, 2021, the Company had one operating lease, in which the Company was the lessee for office space. As of December 31, 2022, the Company had two operating leases, in which the Company is the lessee for office space. As of December 31, 2022, the lease terms were through 2023 and 2025. The Company had no finance leases as of December 31, 2021 and 2022.

CG Oncology, Inc.
Notes to Financial Statements

The components of lease expense for the years ended December 31, 2021 and 2022 were as follows (in thousands):

	Year Ended December 31,	
	2021	2022
Lease cost		
Operating lease cost	$ 70	$ 173
Short-term lease cost	—	—
Total lease cost	$ 70	$ 173
Other information		
Operating lease right-of-use asset obtained in exchange for new operating lease liabilities	$ 140	$ 474
Cash paid for amounts included in the measurement of lease liabilities, included in operating cash flows	$ 67	$ 155
Weighted-average remaining lease term	1.67	2.45
Weighted-average discount rate	1.63%	1.63%

Maturities of lease liabilities as of December 31, 2022 were as follows (in thousands):

Year Ending December 31,	
2023	$ 195
2024	149
2025	111
Total lease payment	455
Less: amount representing imputed interest	(9)
Total future minimum lease obligations	$ 446

Legal Proceedings

A liability for loss contingencies arising from claims, assessments, litigation, fines, penalties, and other sources is recorded in the financial statements if it is determined that it is probable that a loss has been incurred, and that the amount (or range) of the loss can be reasonably estimated. There are no matters currently outstanding for which any liabilities have been accrued or require disclosure.

Indemnification

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to vendors, lessors, business partners, and other parties with respect to certain matters including, but not limited to, losses arising out of breach of such agreements or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with officers and members of the Board that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. As of December 31, 2021 and 2022, the Company had not experienced any losses related to these indemnification obligations, and no claims with respect thereto were outstanding.

CG Oncology, Inc.
Notes to Financial Statements

6. License and Collaboration Agreements

Lepu Biotech Co., Ltd.

In March 2019, the Company entered into a development and license agreement with Lepu for cretostimogene (the Lepu License Agreement). Under the terms of the Lepu License Agreement, the Company granted to Lepu an exclusive license to develop, manufacture and commercialize cretostimogene and/or DDM to treat and/or prevent cancer in mainland China, including Hong Kong and Macau (the Lepu Territory). The Company is obligated to use commercially reasonable efforts to supply Lepu with its requirements of cretostimogene and DDM for its development activities at Lepu's cost and to periodically provide Lepu with manufacturing documentation and, at Lepu's cost, reasonably requested assistance related to the manufacture of clinical and, if applicable, commercial supplies of cretostimogene and DDM. The Company determined that control of the license was transferred to Lepu on March 2019 upon execution of the contract.

Lepu paid to the Company a one-time upfront payment of $4.5 million, and Lepu is obligated to make regulatory milestone payments of up to $2.5 million and commercial milestone payments of up to $57.5 million. The Company is entitled to receive a high single-digit royalty on net sales of cretostimogene and/or DDM sold in the Lepu Territory, subject to a specified reduction. Lepu's royalty obligations will expire upon termination of the Lepu License Agreement.

The Company assessed the Lepu License Agreement in accordance with ASC 606 and determined that the performance obligation is comprised solely of the license grant to Lepu. The Company determined the transaction price was $4.5 million and recorded the entire amount upon transfer of control of the functional intellectual property license rights in 2019. The Company evaluated the provision of manufacturing activities related to clinical and commercial supply of the licensed products and concluded that the manufacturing activities were not performance obligations as the terms do not provide a material right to Lepu.

Future milestone payments are fully contingent as the risk of significant revenue reversal will only be resolved depending on future regulatory approval and sales level outcomes. The Company will re-evaluate the likelihood of achieving future milestones at the end of each reporting period.

The sales-based royalty fee is considered variable consideration and will be recognized as revenue as such sales occur. The sales-based royalty fee qualifies for the royalty constraint exception and does not require an estimate of the future transaction price.

For the years ended December 31, 2021 and 2022, no development or commercial milestones were met and, as a result, no revenue was recorded related to the Lepu License Agreement.

Kissei Pharmaceutical Co., Ltd.

In March 2020, and amended as of September 2022, the Company entered into a license and collaboration agreement with Kissei (the Kissei License Agreement). Under the terms of the Kissei License Agreement, the Company granted to Kissei an exclusive license to certain intellectual property rights in Bangladesh, Bhutan, Brunei, Cambodia, India, Indonesia, Japan, South Korea, Laos, Malaysia, Myanmar, Nepal, Pakistan, Palau, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam (the Kissei Territory), for Kissei to develop and commercialize, but not manufacture, cretostimogene in combination with DDM (the Licensed Product) for all uses in oncology indications for which marketing approval is being sought. Under the Kissei Agreement, the Company and Kissei agree to use commercially reasonable efforts to collaborate on clinical development activities in the Kissei Territory and each party is responsible for conducting the applicable activities pursuant to

an agreed development plan. Kissei is responsible for the costs of developing the Licensed Product in the Kissei Territory, and the Company is responsible for the costs of developing the Licensed Product outside the Kissei Territory (Global Development), provided that Kissei is responsible for a low-double digit percentage and the Company is responsible for a high-double digit percentage of the cost of development activities that cannot be attributed solely to the Kissei Territory or outside the Kissei Territory. The Company is obligated to supply and Kissei will exclusively purchase its clinical and commercial requirements of Licensed Product from the Company. Kissei is responsible for commercializing the Licensed Product in the Kissei Territory and is obligated to use commercially reasonable efforts to seek regulatory approval for and commercialize at least one Licensed Product in a specified indication. Until a certain period of time has passed after the first regulatory approval of the Licensed Product, the Company is prohibited from commercializing certain competing products worldwide and Kissei is prohibited from researching, developing or commercializing certain competing products worldwide.

Under the terms of the Kissei License Agreement, the Company received a $10.0 million one-time upfront payment and, in connection with entry into this agreement, Kissei purchased $30.0 million worth of Series D redeemable convertible preferred stock as part of the Company's Series D financing. Kissei is obligated to make development and regulatory milestone payments to the Company of up to $33.0 million and commercial milestone payments of up to $67.0 million. The Company has agreed to pay Kissei a royalty on net sales of Licensed Product outside the Kissei Territory and outside the Lepu Territory (as described above), including on any U.S. sales, in a low-single digit percentage, subject to certain capped reductions. We are entitled to receive a royalty on net sales of Licensed Product in the Kissei Territory in the mid-twenties percentage, subject to certain capped reductions. Also, Kissei has the right to offset the royalty payments due to the Company with respect to the cost for the supply of Licensed Product sold by the Company to Kissei, and to indefinitely carryforward credits for any excess supply amounts paid over royalty amounts owed in a given quarter. The Company is entitled to receive a specified minimum percentage of royalties on net sales of a given Licensed Product in a given country and a given quarter, unless, if for such Licensed Product in such country and such quarter, Kissei has taken the maximum allowable reductions and the ratio of the cost for the supply of Licensed Product to the sales price for Licensed Product exceeds a low-double digit percentage threshold, then the Company shall receive no royalties on the net sales of such Licensed Product in such country and such quarter. Kissei's and the Company's royalty obligations will expire on a Licensed Product-by-Licensed Product and country-by-country basis on the later of twelve years from the date of first commercial sale of such Licensed Product in such country or when there is no longer a valid patent claim covering such Licensed Product in such country.

The Kissei Agreement will expire on a Licensed Product-by-Licensed Product and country-by-country basis when there is no remaining royalty or milestone payment obligation due to a party with respect to such Licensed Product in such country. Following expiration of the Kissei Agreement in its entirety, the licenses the Company granted to Kissei will become non-exclusive, fully-paid royalty-free and irrevocable and Kissei will have the right to negotiate directly with our product suppliers for the direct supply of Licensed Product to Kissei. The Kissei Agreement may be terminated either by Kissei or by the Company in the event of an uncured material breach by the other party or in the event the other party becomes subject to specified bankruptcy, insolvency or similar circumstances. In addition, the Company have the right to terminate the Kissei Agreement in the event that Kissei commences a legal action challenging the validity, enforceability or scope of any licensed patents under the Kissei Agreement. Kissei may terminate the Kissei Agreement at will upon specified written notice. Additionally, Kissei may terminate the Kissei Agreement for our willful and malicious misconduct that results in substantial and irreparable harm to the commercial value of the Licensed Products in the Kissei Territory and upon any such termination, the licenses the Company granted to Kissei will become royalty-free and fully paid-up and Kissei will have the right to negotiate directly with our contract manufacturing organizations for the supply of Licensed Product. Upon termination of the Kissei Agreement for any other reason all rights and licenses granted to Kissei to develop and commercialize the product under the Kissei Agreement will terminate,

subject to certain rights to sell existing inventory of Licensed Products by Kissei and its sublicensees. Upon termination of the Kissei Agreement for Kissei's breach, any sublicenses granted by Kissei may, upon the Company's discretion, continue.

The Company evaluated the Kissei Agreement to determine whether it is a collaborative arrangement in the scope of ASC 808, *Collaborative Arrangements* (ASC 808). The Company concluded the Kissei Agreement is a collaborative agreement under ASC 808, as the Kissei Agreement involves a joint operating activity, each party is an active participant in the activities related to the Kissei Agreement, and both parties are exposed to significant risks and rewards dependent upon the commercial success of the activities related to the Kissei Agreement.

The Company determined the Kissei Agreement contained two material components: (i) an exclusive license granted to Kissei to certain intellectual property rights in the Kissei Territory, for Kissei to develop and commercialize, but not manufacture, the Licensed Product for all uses in oncology; and (ii) the parties' participation in the Global Development of the Licensed Product. The Company used the criteria specified in ASC 606 to determine which of the components of the Kissei Agreement are performance obligations with a customer and concluded Kissei is the Company's customer for the license and related activities in the Kissei Territory under ASC 606. The Global Development activities under the agreement does not present a transaction with a customer and the payments received by the Company for Global Development activities, including manufacturing, will be accounted for as a reduction of related expenses.

The Company evaluated the Kissei Territory specific license and related activities under ASC 606, as these transactions are considered transactions with a customer, and identified two material promises at the outset of the Kissei License Agreement, which consists of the following: (1) the exclusive license and (2) the manufacturing activities related to development and commercial supply of the Licensed Product in the Kissei Territory. The Company further evaluated the material promise associated with manufacturing activities related to development and commercial supply of the Licensed Products in the Kissei Territory. Given Kissei is not obligated to purchase any minimum amount or quantities of the development and commercial supply from the Company, the Company concluded, for the purpose of ASC 606, the provision of manufacturing activities related to development and commercial supply of the Licensed Product in the Kissei Territory was an option but not a performance obligation of the Company at the inception of the Kissei Agreement and will be accounted for if and when exercised. The Company also concluded there is no separate material right in connection with the development and commercial supply of the licensed product, as the expected pricing was not issued at a significant and incremental discount. Therefore, the manufacturing activities were excluded as performance obligation at the outset of the arrangement.

The Company evaluated the license under ASC 606 and concluded the license is a functional intellectual property license. The Company determined Kissei benefited from the license at the time of grant and, therefore, the related performance obligation was satisfied at a point in time. Additionally, the Company is entitled to development and regulatory milestones as well as sales milestones and royalties from Kissei upon future sales of the Licensed Product in the Kissei Territory. Future milestone payments are fully contingent as the risk of significant reversal will only be resolved depending on future development milestones, regulatory approval and sales level outcomes. The Company re-evaluates the likelihood of achieving future milestones at the end of each reporting period. The royalties are considered variable consideration and will be recognized as revenue as such sales occur. The sales-based royalties qualify for the royalty constrain exception and do not require an estimate of the future transaction price.

As the sale of $30.0 million of the Company's Series D redeemable convertible preferred stock and the Kissei License Agreement were entered into concurrently and negotiated as a package with a single commercial

objective, the Company accounted for the two agreements as a single arrangement for accounting purposes. The total upfront payments of $40.0 million were comprised of $30.0 million attributed to the Series D redeemable convertible preferred stock sold to Kissei and $10.0 million attributed to the functional intellectual property license granted to Kissei. The Company determined that the sale of the Series D redeemable convertible preferred stock of $30.0 million was at fair value and did not include a premium or discount. As a result, $10.0 million of the total upfront payments was allocated to the transaction price of the exclusive license.

For the purposes of ASC 606, the transaction price of the Kissei Agreement as of the outset of the arrangement was determined to be $10.0 million, which consisted of the one-time upfront payment. The other potential milestone payments the Company is eligible to receive were excluded from the transaction price, as all milestone amounts were fully constrained based on the probability of achievement. The Company satisfied the performance obligation upon delivery of the license and recognized the upfront payment of $10.0 million as revenue during the year ended December 31, 2020.

During the year ended December 31, 2021, the Company recognized milestone revenue of $10 million for cash consideration received associated with an achieved development milestone and $0.4 million in development income related to the Kissei License Agreement.

During the year ended December 31, 2022, the Company recorded $0.2 million in development income related to the Kissei License Agreement.

7. Redeemable Convertible Preferred Stock

Redeemable convertible preferred stock consisted of the following as of December 31, 2022 (in thousands, except share amounts):

December 31, 2022	Authorized Shares	Shares Issued and Outstanding	Liquidation & Carrying Value	Common Stock Issuable Upon Conversion
Series A-1	5,075,000	5,075,000	$ 3,570	11,942,004
Series B	11,973,000	11,973,000	$ 10,000	33,454,454
Series C	73,598,283	73,598,283	$ 22,000	73,598,283
Series D	53,271,754	53,271,754	$ 47,300	53,271,754
Series E	112,422,700	112,422,700	$ 120,000	112,422,700

Series E Redeemable Convertible Preferred Stock

In 2022, the Company entered into a securities purchase agreement (the Series E Agreement) with certain investors to sell shares of Series E redeemable convertible preferred stock (Series E) at $1.0674 per share. From September through October 2022, the Company issued 112,422,700 shares of Series E redeemable convertible preferred stock to existing and new investors at a price of $1.0674 per share for gross cash proceeds of $120.0 million, less issuance costs of $0.5 million, resulting in net proceeds of $119.5 million.

Rights, Preferences and Privileges

Voting Rights

Each preferred stockholder is entitled to cast the number of votes equal to the number of whole shares of common stock into which the shares of preferred stock held by such holder are convertible at the time of such vote**.** All preferred stockholders are entitled to vote on all matters upon which holders of common stock have the right to vote, other than matters that must by law be voted by class or series vote.

CG Oncology, Inc.
Notes to Financial Statements

Conversion Rights

Each share of redeemable convertible preferred stock is convertible at the option of the holder at any time into a share of common stock. Each share of convertible preferred stock is convertible into that number of common shares as is determined by dividing the applicable Initial Purchase Price (the Initial Purchase Price) of such share by the applicable conversion price. The conversion rate is subject to adjustment upon the occurrence of certain events, including diluting issues of shares, stock splits, stock combinations, certain dividends and distributions, a merger and a reorganization. The conversion rates for each series of redeemable convertible preferred stock as of December 31, 2022 were as follows: Series A-1 2.3531:1, Series B 2.7942:1, and Series C, D and E 1:1.

All shares of the redeemable convertible preferred stock shall automatically be converted into shares of common stock, based on the then-effective applicable conversion rate (i) upon the closing of the sale of shares of common stock to the public at a price of at least $1.33 per share (subject to the appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the common stock), in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of common stock for the account of the Company (1) which results in at least $75.0 million of gross proceeds to the Company and (2) in which the pre-money valuation of the Company immediately prior to such public offering is at least $400.0 million or (ii) upon the written consent of the holders of at least 75% of the then-outstanding shares of redeemable convertible preferred stock voting together as a single class and not as separate series, and on an as-converted to common stock basis.

Dividend Rights

Holders of Series E Preferred Stock shall be entitled to receive, prior and in preference to any other class or series of capital stock, cumulative cash dividends, when, as and if declared by the Board, out of any funds that are legally available, at the rate of 8% of the Series E Initial Purchase Price of $1.0674 per annum on each outstanding share of Series E Preferred Stock, subject to adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares.

Following the issuance and distribution of dividends to holders of Series E Preferred Stock, holders of Series D Preferred Stock and Series C Preferred Stock (together, the Senior Preferred Stock) shall be entitled to receive, on a pari passu basis and prior and in preference to the holders of Series B Preferred Stock, Series A-1 Preferred Stock and common stock, cumulative cash dividends, when, as and if declared by the Board, out of any funds that are legally available, at the rate of (i) with respect to the Series D Preferred Stock, 8% of the Series D Initial Purchase Price per annum on each outstanding share of Series D Preferred Stock, subject to adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares and (ii) with respect to the Series C Preferred Stock, 8% of the Series C Initial Purchase Price per annum on each outstanding share of Series C Preferred Stock, subject to adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares.

Following the issuance and distribution of dividends to holders of Series E Preferred Stock and Senior Preferred Stock, holders of Series B Preferred Stock and Series A-1 Preferred Stock shall be entitled to receive, on a pari passu basis and prior and in preference to the holders of common stock, noncumulative cash dividends, when, as and if declared by the Board, out of any funds that are legally available, at the rate of (i) with respect to the Series B Preferred Stock, 8% of the Series B Initial Purchase Price per annum on each outstanding share of Series B Preferred Stock, subject to adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares and (ii) with respect to the Series A-1 Preferred Stock, 8% of the Series A-1 Initial Purchase Price per annum on each outstanding share of Series A-1 Preferred Stock, subject to adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares.

CG Oncology, Inc.
Notes to Financial Statements

No distributions shall be made with respect to the common stock unless dividends on the redeemable convertible preferred stock have been declared and all declared dividends on the redeemable convertible preferred stock have been paid or set aside for payment to the redeemable convertible preferred stockholders. The right to receive dividends on shares of Series B Preferred Stock and Series A-1 Preferred Stock shall not be cumulative, and no right to dividends shall accrue to holders of Series B Preferred Stock and Series A-1 Preferred Stock by reason of the fact that dividends on said shares are not declared or paid. Payment of any dividends to the holders of Series B Preferred Stock and Series A-1 Preferred Stock shall be on a pro rata, pari passu basis in proportion to the dividend rate for the Series B Preferred Stock and Series A-1 Preferred Stock, as applicable.

After payment of the full amount of any dividends to holders of redeemable convertible preferred stock, any additional dividends shall be distributed among all holders of common stock and all holders of redeemable convertible preferred stock in proportion to the number of shares of common stock which would be held by each such holder if all such shares of redeemable convertible preferred stock were converted to common stock at the then-effective applicable conversion rate. The Company has not declared or paid any dividends for the years ended December 31, 2021 and 2022.

Liquidation Preference

In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company, or a deemed liquidation event of the Company (which includes certain mergers, acquisitions, and asset transfers), before any distribution or payment shall be made to the holders of common stock:

(i) The holders of Series E Preferred Stock shall be entitled to be paid out of the assets of the Company, prior and in preference to any distribution of the proceeds of such liquidation, dissolution or winding up to the holders of Senior Preferred Stock, Series B Preferred Stock, Series A-1 Preferred Stock or common stock, an amount per share of Series E Preferred Stock equal to the Series E Initial Purchase Price, plus all declared but unpaid dividends on the Series E Preferred Stock, for each share of Series E Preferred Stock then held.

(ii) Following the distribution pursuant to holders of Series E Preferred Stock, the holders of each series of Senior Preferred Stock shall be entitled to be paid out of the assets of the Company, on a pari passu basis and prior and in preference to any distribution of the proceeds of such liquidation, dissolution or winding up to the holders of Series B Preferred Stock, Series A-1 Preferred Stock or common stock, (i) with respect to the Series D Preferred Stock, an amount per share of Series D Preferred Stock equal to the Series D Initial Purchase Price, plus all declared but unpaid dividends on the Series D Preferred Stock, for each share of Series D Preferred Stock then held and (ii) with respect to the Series C Preferred Stock, an amount per share of Series C Preferred Stock equal to the Series C Initial Purchase Price, plus all declared but unpaid dividends on the Series C Preferred Stock, for each share of Series C Preferred Stock then held.

(iii) Following the distributions pursuant to holders of Series E Preferred Stock and Senior Preferred Stock, the holders of Series B Preferred Stock and Series A-1 Preferred Stock shall be entitled to be paid out of the assets of this Corporation, on a pari passu basis (i) with respect to the Series B Preferred Stock, an amount per share of Series B Preferred Stock equal to the Series B Initial Purchase Price, plus all declared but unpaid dividends on the Series B Preferred Stock, for each share of Series B Preferred Stock then held; and (ii) with respect to the Series A-1 Preferred Stock, an amount per share of Series A-1 Preferred Stock equal to the Series A-1 Initial Purchase Price, plus all declared but unpaid dividends on the Series A-1 Preferred Stock, for each share of Series A-1 Preferred Stock then held by them.

(iv) If, upon any such liquidation, dissolution or winding up, the assets of the Company shall be insufficient to make payment in full of the liquidation preferences described in (i), (ii), and (iii) above,

then such assets shall be distributed in the following order of priority: (a) to the holders of Series E Preferred Stock in preference and ratably in proportion to the full amounts to which they would otherwise be respectively entitled pursuant to in (i) above, (b) any remaining assets then to the holders of each series of Senior Preferred Stock in preference and ratably in proportion to the full amounts to which they would otherwise be respectively entitled pursuant to (ii) above, and (c) any remaining assets then to the holders of Series B Preferred Stock and Series A-1 Preferred Stock ratably in proportion to the full amounts to which they would otherwise be respectively entitled pursuant to (iii) above.

After the payment of the full liquidation preferences as set out above, the remaining assets of the Company legally available for distribution, if any, shall be distributed ratably to the holders of the common stock, Series E Preferred Stock on an as-converted to common stock basis, Senior Preferred Stock on an as-converted to common stock basis and Series A-1 Preferred Stock on an as-converted to common stock basis; provided, however, that if the aggregate amount which a holder of a share of Series A-1 Preferred Stock is entitled to receive exceeds the sum of three times the Series A-1 Initial Purchase Price plus declared but unpaid dividends thereon, such holder of Series A-1 Preferred Stock shall cease participating in such distribution as to such Series A-1 Preferred Stock, and the balance shall be distributed ratably to the holders of common stock, Series E Preferred Stock on an as-converted to common stock basis and Senior Preferred Stock on an as-converted to common stock basis.

Redemption Rights

At any time, following September 30, 2027, all shares of convertible preferred shares are redeemable as follows:

(i) If requested in writing by holders of a majority of the then-outstanding shares of Series A-1 redeemable convertible preferred stock, all of the outstanding Series A-1 redeemable convertible preferred stock shall be redeemed by paying in cash in exchange for the shares of Series A-1 redeemable convertible preferred stock to be redeemed an amount equal to the Series A-1 Initial Purchase Price per share of Series A-1 redeemable convertible preferred stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series A-1 redeemable convertible preferred stock.

(ii) If requested in writing by holders of a majority of the then-outstanding shares of Series B redeemable convertible preferred stock, all of the outstanding Series B Preferred Stock shall be redeemed by paying in cash in exchange for the shares of Series B redeemable convertible preferred stock to be redeemed an amount equal to the Series B Initial Purchase Price per share of Series B redeemable convertible preferred stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series B redeemable convertible preferred stock.

(iii) If requested in writing by holders of 66.67% of the then-outstanding shares of Series C redeemable convertible preferred stock and to the extent affirmatively elected by a holder not to redeem, shares of the outstanding Series C redeemable convertible preferred stock shall be redeemed by paying in cash in exchange for the shares of Series C redeemable convertible preferred stock to be redeemed an amount equal to the Series C Initial Purchase Price per share of Series C redeemable convertible preferred stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series C redeemable convertible preferred stock.

CG Oncology, Inc.
Notes to Financial Statements

(iv) If requested in writing by holders of a majority of the then-outstanding shares of Series D redeemable convertible preferred stock and to the extent affirmatively elected by a holder not to redeem, shares of the outstanding Series D redeemable convertible preferred stock shall be redeemed by paying in cash in exchange for the shares of Series D redeemable convertible preferred stock to be redeemed an amount equal to the Series D Initial Purchase Price per share of Series D redeemable convertible preferred stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series D redeemable convertible preferred stock.

(v) If requested in writing by holders of a majority of the then-outstanding shares of Series E redeemable convertible preferred stock and to the extent affirmatively elected by a holder not to redeem, all of the outstanding Series E Preferred Stock shall be redeemed by paying in cash in exchange for the shares of Series E Preferred Stock to be redeemed (other than those holders of Series E Preferred Stock that affirmatively choose to not participate in such redemption) an amount equal to: the Series E Initial Purchase Price per share of Series E Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series E Preferred Stock.

8. Common Stock

The Company is authorized to issue up to 263,000,000 and 393,500,000 shares of common stock as of December 31, 2021 and 2022, respectively, of which 35,408,988 and 36,640,092 shares were issued and outstanding as of December 31, 2021 and 2022, respectively.

Voting, dividend and liquidation rights of the holders of the common stock are subject to and qualified by the rights, preferences and privileges of the holders of the redeemable convertible preferred stock.

Voting

Each holder of outstanding shares of common stock shall be entitled to one vote in respect of each share. The holders of outstanding shares of common stock, voting together as a single class, shall be entitled to elect one director. The number of authorized shares of common stock may be increased or decreased by the affirmative vote of a majority of the outstanding shares of common stock and preferred stock voting together as a single class.

Dividends

Subject to the payment in full of all preferential dividends to which the holders of the preferred stock are entitled, the holders of common stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board may determine in its sole discretion, with holders of preferred stock and common stock sharing pari passu in such dividends.

Liquidation Rights

After payment in full of all preferential amounts to which the holders of preferred stock are entitled upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company or deemed liquidation event of the Company, all of the remaining assets of the Company available for distribution to the stockholders shall be distributed among the holders of the preferred stock and common stock, pro rata based on the number of shares held by each such holder on an as converted to common stock basis.

CG Oncology, Inc.
Notes to Financial Statements

Reserved Shares

As of December 31, 2022, the Company reserved the following shares of common stock for issuance upon conversion of the outstanding redeemable convertible preferred stock and exercise of stock options:

	December 31, 2022
Conversion of redeemable convertible preferred stock	284,689,195
Stock options available for issuance	17,505,315
Stock options outstanding	35,900,921
Total	338,095,431

9. Stock-Based Compensation

In 2015, the Company established the 2015 Plan, under which the Company was able to grant options and restricted stock to its employees and certain non-employees. As of December 31, 2021 and 2022, the maximum number of shares of common stock reserved for issuance under the 2015 Plan were 32,808,386 and 30,093,877 shares, respectively. Following the establishment of the 2022 Plan, the maximum number of shares reserved for issuance under the 2015 Plan will be equal to the number of shares subject to issued and outstanding stock options and shares of restricted stock granted under the 2015 Plan. As of December 31, 2021, there were 28,971,871 shares of common stock subject to outstanding awards and 13,583,907 shares of common stock available for future issuance under the 2015 Plan. As of December 31, 2022, there were 30,093,877 shares of common stock subject to outstanding awards and 0 shares of common stock available for future issuance under the 2015 Plan. In 2022, the Company established the 2022 Plan, under which the Company may grant options, restricted stock units, restricted stock, stock appreciation rights, dividend equivalents and other stock and cash-based awards to its employees and certain non-employees. As of December 31, 2022, the maximum number of shares of common stock reserved for issuance under the 2022 Plan was 23,501,942 shares. As of December 31, 2022, there were 5,807,044 shares of common stock subject to outstanding awards and 17,505,315 shares of common stock available for future issuance under the 2022 Plan.

The Company may grant options to purchase authorized but unissued shares of the Company's common stock. Options granted under the 2015 Plan and 2022 Plan include incentive stock options that can be granted only to the Company's employees and non-statutory stock options that can be granted to the Company's employees, consultants, advisors and directors.

The exercise prices, vesting and other restrictions of the awards to be granted under the 2015 Plan and 2022 Plan are determined by the Board, except that no stock option may be issued with an exercise price less than the fair market value of the common stock at the date of the grant or have a term in excess of ten years. Options granted under the 2015 Plan and 2022 Plan are exercisable in whole or in part at any time subsequent to vesting.

Stock Options

The following table provides the assumptions used in determining the fair value of option awards for the years ended December 31, 2021 and 2022:

	Year Ended December 31,	
	2021	2022
Expected volatility	70.0%	81.8%
Risk-free interest rate	0.60% - 1.10%	1.60% - 4.35%
Expected dividend yield	0%	0%
Expected term (in years)	6.25	5.95

CG Oncology, Inc.
Notes to Financial Statements

The weighted-average grant-date fair value of the options granted was $0.12 and $0.16 per share for the years ended December 31, 2021 and 2022, respectively. The fair value of shares vested during the years ended December 31, 2021 and 2022 was $0.18 and $0.18 per share, respectively. The fair value of shares exercised during the years ended December 31, 2021 and 2022 was $0.12 and $0.17 per share, respectively.

The following table summarizes stock option activity for the year ended December 31, 2022 (in thousands, except share and per share amounts):

	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at December 31, 2021	28,971,870	$ 0.15	6.92	$ 1,295
Granted	8,411,487	$ 0.23		
Exercised	(1,231,104)	$ 0.17		78
Forfeited/expired	(251,333)	$ 0.19		
Outstanding at December 31, 2022	35,900,920	$ 0.17	7.66	$ 2,685
Vested and expected to vest at December 31, 2022	35,900,920	$ 0.17	7.66	$ 2,685
Exercisable at December 31, 2022	23,641,064	$ 0.15	6.95	$ 2,306

The Company has recorded stock-based compensation expense related to stock options of $1.1 million and $0.7 million for December 31, 2021 and 2022, respectively. The Company had an aggregate $1.7 million of gross unrecognized stock-based compensation expense as of December 31, 2022 remaining to be amortized over a weighted-average period of 3.0 years.

Stock-based compensation expense related to stock options recorded in the accompanying statements of operations for the years ended December 31, 2021 and 2022 was as follows (in thousands):

	Year Ended December 31,	
	2021	2022
Research and development	$ 334	$ 542
General and administrative	778	134
Total stock-based compensation expense	$ 1,112	$ 676

The Company has not recognized and does not expect to recognize in the near future, any tax benefit related to employee stock-based compensation expense as a result of the full valuation allowance related to its net deferred tax assets.

10. Income Taxes

A reconciliation of the expected income tax benefit computed using the federal statutory income tax rate to the Company's effective income tax rate was as follows for the years ended December 31, 2021 and 2022:

	Year Ended December 31,	
	2021	2022
Income tax computed at federal statutory rate	21.00%	21.00%
State taxes, net of federal benefit	(0.01)	(0.00)
Permanent differences	(0.19)	(0.48)
Research and development credit	5.31	1.80
Valuation allowance	(26.11)	(22.32)
Effective income tax rate	(0.00%)	(0.00%)

CG Oncology, Inc.
Notes to Financial Statements

The Company's deferred tax assets as of December 31, 2021 and 2022, consisted of the following (in thousands):

	Year Ended December 31,	
	2021	2022
Deferred tax assets:		
Net operating losses	$ 7,791	$ 12,663
R&D credit	2,455	3,076
Foreign tax credit	425	424
Operating lease liabilities	26	94
Section 174	—	2,194
Other	302	576
Total gross deferred tax assets	10,998	19,027
Deferred tax liabilities:		
Operating lease right-of-use assets	(24)	(88)
Other	(13)	(12)
Total gross deferred tax liabilities	(37)	(100)
Net deferred tax assets	10,961	18,927
Valuation allowance	(10,961)	(18,927)
Net deferred tax asset	$ —	$ —

Deferred tax assets are reduced by a valuation allowance if, based on the weight of available positive and negative evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. For the year ended December 31, 2022, the valuation allowance for deferred tax assets increased by $8.0 million. This increase was primarily related to the establishment of a valuation allowance against additional net operating loss, Section 174 capitalized research and experimental (R&E) costs and research credits generated in the current year.

As of December 31, 2022, the Company calculated $62.5 million and $0.2 million of federal and state net operating loss carryforwards (NOL), respectively. These amounts are subject to certain return-to-provision adjustments. Of the $62.5 million in federal NOL carryforwards, $50.3 million is not subject to expiration and the other $12.2 million begin to expire in 2030. The state NOL carryforwards begin to expire in 2040. In addition, as of December 31, 2022, the Company had $3.7 million of federal R&D credit carryovers which begin to expire in 2032 and $0.9 million of state credit carryovers, which can be carried forward indefinitely, and $0.4 million of foreign tax credit carryover which will expire in 2029. These loss and credit carryforwards are subject to review and possible adjustment by the appropriate taxing authorities.

Utilization of the Company's NOL carryforwards and R&D credit carryforwards may be subject to a substantial annual limitation due to ownership change limitations that have occurred previously or that could occur in the future in accordance with Section 382 of the Internal Revenue Code of 1986 (Section 382) as well as similar state provisions. These ownership changes may limit the amount of NOL and R&D credit carryforwards that can be utilized annually to offset future taxable income and taxes, respectively. In general, an ownership change as defined by Section 382 results from transactions increasing the ownership of certain shareholders or public companies in the stock of a corporation by more than 50% over a three-year period. Since its formation, the Company has raised capital through the issuance of capital stock on several occasions. The Company believes one or more of these financings resulted in an ownership change as defined by Section 382, and consequently the Company's ability to fully utilize its NOL carryforwards will likely be limited. As a current analysis has not been performed, the amount of such limitations, if any, cannot be accurately estimated at this time.

CG Oncology, Inc.
Notes to Financial Statements

As of December 31, 2021 and 2022, the Company recorded $0.6 million and $0.7 million unrecognized tax benefits on R&D credits. The Company's policy is to recognize interest and penalties accrued on any uncertain tax positions as a component of income tax expense, if any, in its statements of income. For the years ended December 31, 2021 and 2022, no estimated interest or penalties were recognized on uncertain tax positions.

The following reconciliation of the beginning and ending amount of gross unrecognized tax benefits, excluding interest and penalties, is as follows (in thousands):

	Year Ended December 31,	
	2021	2022
Beginning balance of unrecognized tax benefits	$ 463	$ 580
Additions for current year tax positions	117	111
Ending balance of unrecognized tax benefits	$ 580	$ 691

None of the unrecognized tax benefits, if recognized, would impact the annual effective tax rate, due to the valuation allowance. The Company's unrecognized tax benefits are recorded as a reduction in deferred tax assets. The Company does not expect any significant increases or decreases to the Company's unrecognized tax benefits within the next 12 months. Due to the valuation allowance, future changes in the Company's unrecognized tax benefits will not impact the Company's effective tax rate. The Company has not incurred any material interest or penalties as of the current reporting date with respect to income tax matters.

Tax Cuts and Jobs Act's (TCJA) amendment to Section 174 required Research and Experimental (R&E) expenditures to be capitalized in the year the amounts are incurred for amounts paid in tax years starting after December 31, 2021. The capitalized amounts are then amortized over a period of five years, if the research is performed within the U.S., or 15 years, with respect to non-U.S. based research. The amended statute specifies that amortization will begin with the midpoint of the taxable year in which expenses are paid or incurred.

11. Debt

PPP Loan

In April 2020, the Company entered into the PPP Loan with SVB under the PPP, which is part of the CARES Act administered by the SBA. As part of the application for these funds, the Company in good faith, certified that the current economic uncertainty made the loan request necessary to support the ongoing operations of the Company. This certification further required the Company to take into account its current business activity and its ability to access other sources of liquidity sufficient to support ongoing operations in a manner that is not significantly detrimental to the business. Under the PPP, the Company received proceeds of $0.2 million from the PPP Loan. In accordance with the requirements of the PPP, the Company used the proceeds from the PPP Loan primarily for payroll costs. The PPP Loan had a 1.00% interest rate per annum, was scheduled to mature in April 2022, and was subject to the terms and conditions applicable to loans administered by the SBA under the PPP. Under the terms of PPP, all or certain amounts of the PPP Loan may have been forgiven if they were used for qualifying expenses, as described in the CARES Act. Further, if, despite the good-faith belief that, given the Company's circumstances all eligibility requirements for the PPP Loan were satisfied, it was later determined the Company had violated any applicable laws or regulations or it was otherwise determined the Company was ineligible to receive the PPP Loan, it may have been required to repay the PPP Loan in its entirety and/or be subject to additional penalties. The Company recorded the entire amount of the PPP Loan as debt. Under the terms of the PPP Loan, monthly payments of principal and interest were due to commence in November 2020, however, the SBA deferred loan payments for borrowers who applied for loan forgiveness until the SBA remitted the borrower's loan forgiveness amount to the lender. No payments were made in 2020. In January 2021, the Company completed an application for forgiveness of the PPP Loan. In January 2021, the SBA approved the forgiveness of the PPP Loan, plus accrued interest.

CG Oncology, Inc.
Notes to Financial Statements

In January 2021, the Company entered into a second loan agreement (the Second PPP Loan) with SVB under the PPP and received proceeds of $0.2 million from the Second PPP Loan. The Second PPP Loan had a 1.00% interest rate per annum, was scheduled to mature in January 2026, and was subject to similar certifications, terms and conditions as applicable to the PPP Loan. The Company recorded the entire amount of the Second PPP Loan as debt. Under the terms of the Second PPP Loan, monthly payments of principal and interest were due to commence in June 2022, however, the SBA deferred loan payments for borrowers who applied for loan forgiveness until the SBA remitted the borrower's loan forgiveness amount to the lender. No payments were made in 2021. In June 2021, the SBA approved the forgiveness of the Second PPP Loan, plus accrued interest.

SVB Term Loan

In January 2021, the Company entered into the Loan Agreement with SVB for a term loan in three tranches. The Company drew down Tranche A funds in January 2021 for an original principal amount of $5.0 million, in increments of $2.5 million each. The Company drew down Tranche B funds in December 2021 for an original principal amount of $10.0 million, in increments of $5.0 million each, following the achievement of certain milestones. The Tranche C funds, for which the original principal amounts are not to exceed $5.0 million, in increments of $2.5 million each, were not drawn upon in 2021 or in 2022 and are only available on the achievement of certain milestones. In addition, at any time during the term of the Loan Agreement, the Company may request that SVB make one additional term loan available to the Company in an original principal amount equal to $10.0 million. SVB, in its sole and absolute discretion, may grant or deny any such request from the Company for this term loan.

Funds received under the Loan Agreement (the Term Loan Advances) shall be interest-only during an interest-only period (the Interest-Only Period), with interest due and payable monthly on the first calendar day of each month. The Interest-Only Period, which was from January 8, 2021 through January 31, 2022, was able to be extended through July 31, 2022 if the Company achieved certain milestones (the Interest-Only Extension Milestones). The Interest-Only Period was extended to July 31, 2022 upon the draw down of Tranche B funds in December 2021. In August and September 2022, the Company entered into amendments to the Loan Agreement (the Loan Agreement Amendments). Per the Loan Agreement Amendments, the Interest-Only Period was extended from July 31, 2022 until October 31, 2022 and the net cash proceeds related to one of the Interest-Only Extension Milestones (Interest-Only Extension Milestone 1) were increased from $50 million to $80 million. In addition, if Interest-Only Extension Milestone 1 was achieved, the Interest-Only Period would be extended until January 31, 2023. Interest-Only Extension Milestone 1 was achieved in September 2022 as a result of the sale of Series E. Thereafter, the Term Loan Advances are payable in thirty, twenty-four, or eighteen equal monthly installments (dependent on the achievement of the Interest-Only Extension Milestones) of principal plus accrued and unpaid interest (each a Term Loan Payment) beginning on the first day of the next month following the end of the Interest-Only Period and continuing on the first day of each month thereafter.

The Term Loan Advances accrue interest at a floating per annum rate equal to the greater of 3.25% above the Prime Rate or 6.50%, provided however, the interest rate shall not exceed 7.50% at any time. Immediately upon the occurrence and during the continuance of an event of default, obligations bear interest at a rate per annum which is 5.0% above the rate that is otherwise applicable.

The Company's final Term Loan Payment, due on July 1, 2024, shall include all outstanding principal and accrued and unpaid interest on the Term Loan Advances, a final payment (the Final Payment), and all other outstanding obligations with respect to the Term Loan Advances. The Final Payment shall equal the aggregate original amount of all Term Loan Advances made by SVB to the Company multiplied by 8.50%. The Final Payment is in addition to, and not a substitution for, the regular monthly payments of principal plus accrued interest. After repayment, no Term Loan Advance (or any portion thereof) may be reborrowed.

CG Oncology, Inc.
Notes to Financial Statements

The Company has the option to prepay all, but not less than all, of the Term Loan Advances advanced by SVB under the Loan Agreement, provided the Company delivers written notice to SVB of its election to prepay such Term Loan Advances at least thirty days prior to such prepayment and pays, on the date of such prepayment, all outstanding principal due in connection with the Term Loan Advances, plus accrued and unpaid interest thereon, a prepayment fee (the Prepayment Fee), the Final Payment, and all other sums, if any, that have become due and payable in connection with the Term Loan Advances.

If the Term Loan Advances are accelerated following the occurrence of an event of default, the Company shall immediately pay to SVB an amount equal to the sum of all outstanding principal, due in connection with the Term Loan Advances, plus accrued and unpaid interest thereon, a prepayment fee, the Final Payment, and all other sums, if any, that have become due and payable hereunder in connection with the Term Loan Advances. The prepayment fee equals 2.00% of the outstanding principal balance of the Term Loan Advances, if such prepayment occurs prior to January 8, 2022, or 1.00% of the outstanding principal balance of the Term Loan Advances if such prepayment occurs on or after January 8, 2022, but prior to January 8, 2023. The following situations constitutes an event of default; payment default, covenant default, material adverse change, attachment, levy, insolvency, judgements, penalties, misrepresentations, subordinated debt, guaranty, lien priority and governmental approvals.

In connection with the Loan Agreement, the Company entered into a Success Fee Agreement (the Success Fee Agreement) with SVB in January 2021. In accordance with the Success Fee Agreement, the Company agreed to pay to SVB an amount equal to (a) the quotient of (i) the aggregate original principal amount of all Term Loan Advances made by SVB to the Company divided by (ii) $5 million, multiplied by (b) $125,000 (the Success Fee), upon the closing of a success fee event (the Success Fee Event) and, in the event of an initial public offering (an IPO), within five business days of closing such IPO. The Success Fee Event means the earliest to occur of any one of the following after January 8, 2021: (a) any sale, license, transfer or other disposition of all or substantially all of the assets of the Company or any of its subsidiaries; or (b) any reorganization, consolidation, or merger of the Company (or a subsidiary, but only if such subsidiary is a successor-in-interest to the Company's business) where the holders of the Company's securities (or such subsidiary's securities) before the transaction beneficially own less than 50% of the outstanding voting securities of the surviving entity after the transaction, or (c) an IPO by the Company or such subsidiary of its capital stock. The Company's obligation to pay SVB the Success Fee terminates on January 8, 2031.

As of December 31, 2022, the principal amounts of long-term debt maturities for each of the following fiscal years were as follows:

Fiscal year	
2023	$ 8,966
2024	7,309
Total future principal payments	$ 16,275
Less: unamortized debt discount and issuance costs	(777)
Carrying value of long-term debt	15,498
Less: current portion	(8,966)
Long-term debt, net of current portion	$ 6,532

CG Oncology, Inc.
Notes to Financial Statements

12. Net Loss Per Share Attributable to Common Stockholders

Basic and diluted net loss per share was calculated as follows (in thousands, except share and per share amounts):

	Year Ended December 31,	
	2021	2022
Numerator:		
Net loss and comprehensive loss	$ (12,839)	$ (35,443)
Deemed dividend on redeemable convertible preferred stock issuances	—	(474)
Cumulative redeemable convertible preferred stock dividends	(5,544)	(7,871)
Net loss attributable to common stockholders	$ (18,383)	$ (43,788)
Denominator:		
Weighted-average common shares outstanding, basic and diluted	34,807,996	35,669,546
Net loss per share attributable to common stockholders, basic and diluted	$ (0.53)	$ (1.23)

The Company's potentially dilutive securities, which include redeemable convertible preferred stock and stock options, have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Basic and diluted net loss per share attributable to common stockholders is computed in conformity with the two-class method required for participating securities. The Company considers all series of its convertible preferred stock to be participating securities as the holders of such stock have the right to receive dividends on a pari passu basis in the event that a dividend is paid on common stock. Under the two-class method, the net loss attributable to common stockholders is not allocated to the convertible preferred stock as the preferred stockholders do not have a contractual obligation to share in the Company's losses.

The Company excluded the following from the computation of diluted net loss per share attributable to common stockholders as of December 31, 2021 and 2022 because including them would have had an anti-dilutive effect:

	Year Ended December 31,	
	2021	2022
Conversion of redeemable convertible preferred stock	172,266,495	284,689,195
Stock options outstanding	28,971,871	35,900,920
Total	201,238,366	320,590,115

13. Related Parties

In 2022, the Company entered into an agreement with an outside consulting firm for the provision of interim Chief Financial Officer (CFO) services. The Company paid the consulting firm for the provision of the interim CFO services rendered less than $0.1 million for services rendered for the year ended December 31, 2022.

14. Subsequent Events

The Company evaluated subsequent events through October 27, 2023, the date on which the December 31, 2022 financial statements were issued.

On May 12, 2023, the Company repaid all outstanding principal and accrued and unpaid interest on the Term Loan Advances under the Loan Agreement and all other outstanding obligations with respect to the Term Loan Advances under the Loan Agreement and made the Final Payment. The Company's obligation to pay SVB the Success Fee remains outstanding.

CG Oncology, Inc.
Notes to Financial Statements

On July 28, 2023, the Company entered into a securities purchase agreement (the Series F Agreement) with certain investors to sell shares of Series F redeemable convertible preferred stock (Series F) at a price of $1.2872 per share. In July 2023, the Company issued 81,587,937 shares of Series F redeemable convertible preferred stock to existing and new investors at a price of $1.2872 per share for gross cash proceeds of $105.0 million, less issuance costs of $0.4 million, resulting in net proceeds of $104.6 million.

Shares

Common Stock

Prospectus

Morgan Stanley **Goldman Sachs & Co. LLC** **Cantor**

LifeSci Capital

, 2023

Through and including , 2023 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Part II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table indicates the expenses to be incurred in connection with the offering described in this registration statement, other than underwriting discounts and commissions, all of which will be paid by us. All amounts are estimated except the SEC registration fee, the Financial Industry Regulatory Authority, Inc. (FINRA) filing fee and the Nasdaq Global Market listing fee.

	Amount Paid or to Be Paid
SEC registration fee	$ *
FINRA filing fee	*
Nasdaq Global Market listing fee	*
Accountants' fees and expenses	*
Legal fees and expenses	*
Transfer Agent's fees and expenses	*
Printing and engraving expenses	*
Miscellaneous	*
Total expenses	$ *

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers.

Section 102 of the General Corporation Law of the State of Delaware permits a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Our certificate of incorporation provides that no director of the Registrant shall be personally liable to it or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except to the extent that the General Corporation Law of the State of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty.

Section 145 of the General Corporation Law of the State of Delaware provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation, or a person serving at the request of the corporation for another corporation, partnership, joint venture, trust or other enterprise in related capacities against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he was or is a party or is threatened to be made a party to any threatened, ending or completed action, suit or proceeding by reason of such position, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Our amended and restated certificate of incorporation and our amended and restated bylaws, each of which will become effective immediately prior to the closing of this offering, will provide that we will indemnify each

person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of us) by reason of the fact that he or she is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom, if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. Our amended and restated certificate of incorporation and our amended and restated bylaws, each as currently in effect, provide that we will indemnify any Indemnitee who was or is a party to an action or suit by or in the right of us to procure a judgment in our favor by reason of the fact that the Indemnitee is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to us, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by us against all expenses (including attorneys' fees) actually and reasonably incurred in connection therewith. Expenses must be advanced to an Indemnitee under certain circumstances.

We have entered into indemnification agreements with each of our directors and officers. These indemnification agreements may require us, among other things, to indemnify our directors and officers for some expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of his or her service as one of our directors or officers, or any of our subsidiaries or any other company or enterprise to which the person provides services at our request.

We maintain a general liability insurance policy that covers certain liabilities of directors and officers of our corporation arising out of claims based on acts or omissions in their capacities as directors or officers.

In any underwriting agreement we enter into in connection with the sale of common stock being registered hereby, the underwriters will agree to indemnify, under certain conditions, us, our directors, our officers and persons who control us within the meaning of the Securities Act, against certain liabilities.

Item 15. Recent Sales of Unregistered Securities.

Set forth below is information regarding unregistered securities issued by us since October 1, 2020 to the date of this registration statement. Also included is the consideration received by us for such securities and information relating to the section of the Securities Act, or rule of the SEC, under which exemption from registration was claimed.

(a) Issuances of Securities

1. In October 2020, we issued to investors an aggregate of 3,040,881 shares of Series D redeemable convertible preferred stock at a purchase price of $0.8879 per share, for aggregate consideration of approximately $2.7 million

2. In September 2022 and October 2022, we issued to investors an aggregate of 112,422,700 shares of Series E redeemable convertible preferred stock at a purchase price of $1.0674 per share, for aggregate consideration of approximately $120 million.

3. In July 2023, we issued to investors an aggregate of 81,587,937 shares of Series F redeemable convertible preferred stock at a purchase price of $1.2872 per share, for aggregate consideration of approximately $105 million.

No underwriters were involved in the foregoing issuances of securities. The securities described in this section (a) of Item 15 were issued to investors in reliance upon the exemption from the registration requirements of the Securities Act, as set forth in Section 4(a)(2) under the Securities Act and Regulation D promulgated thereunder, for transactions by an issuer not involving any public offering, to the extent an exemption from such registration was required. All holders of securities described above represented to us in connection with their purchase or issuance that they were accredited investors and were acquiring the securities for their own account for investment purposes only and not with a view to, or for sale in connection with, any distribution thereof and that they could bear the risks of the investment and could hold the securities for an indefinite period of time. The holders received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration statement or an available exemption from such registration.

(b) Grants of Stock Options

1. From October 1, 2020 through the date of this registration statement, we granted stock options to purchase an aggregate of 52,741,148 shares of our common stock at a weighted-average exercise price of $0.367 per share, to certain of our employees, consultants and directors in connection with services provided to us by such persons. 13,987,828 of these options have been exercised and 3,050,968 have been cancelled through the date of this registration statement.

The stock options and common stock issuable upon exercise of such options as described in this section (b) of Item 15 were issued pursuant to written compensatory plans or arrangements with our employees and directors, in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 701 promulgated under the Securities Act or the exemption set forth in Section 4(a)(2) under the Securities Act and Regulation D promulgated thereunder relative to transactions by an issuer not involving any public offering. All recipients either received adequate information about us or had access, through employment or other relationships, to such information.

All of the foregoing securities are deemed restricted securities for purposes of the Securities Act. All certificates representing the issued shares of capital stock described in this Item 15 included appropriate legends setting forth that the securities had not been registered and the applicable restrictions on transfer.

Item 16. Exhibits and Financial Statement Schedules.

(c) **Exhibits.** See Exhibit Index attached to this registration statement, which is incorporated by reference herein.

(d) **Financial Statement Schedules.** Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters, at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the

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

The undersigned hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

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

Exhibit Index

Exhibit Number	Description of Exhibit
1.1*	Form of Underwriting Agreement
3.1	Amended and Restated Certificate of Incorporation, as amended (currently in effect)
3.2	Bylaws (currently in effect)
3.3*	Form of Amended and Restated Certificate of Incorporation (to be effective immediately prior to the closing of this offering)
3.4*	Form of Amended and Restated Bylaws (to be effective immediately prior to the closing of this offering)
4.1*	Specimen stock certificate evidencing the shares of common stock
4.2	Amended and Restated Investors' Rights Agreement, dated July 28, 2023, by and among the Registrant and certain of its stockholders
5.1*	Opinion of Latham & Watkins LLP
10.1#	CG Oncology, Inc. 2015 Equity Incentive Plan, as amended, and form of stock grant agreement and form of stock option agreement thereunder
10.2#	CG Oncology, Inc. 2022 Incentive Award Plan and form of stock option agreement, form of stock option agreement (early exercise) and restricted stock unit agreement thereunder
10.3#*	CG Oncology, Inc. 2024 Incentive Award Plan and form of stock option agreement and form of restricted stock unit agreement thereunder
10.4#*	CG Oncology, Inc. 2024 Employee Stock Purchase Plan
10.5#*	Non-Employee Director Compensation Policy
10.6†	Development and License Agreement, dated March 11, 2019, between the Lepu Biotech Co., Ltd. and the Registrant
10.7†	License and Collaboration Agreement, dated March 26, 2020, between Kissei Pharmaceutical Co., Ltd. and the Registrant
10.8†	First Amendment to the License and Collaboration Agreement, dated September 15, 2022, between Kissei Pharmaceutical Co., Ltd. and the Registrant
10.9#	Amended and Restated Employment Agreement, effective March 15, 2023 between Arthur Kuan and the Registrant
10.10#	Employment Agreement, effective July 9, 2023, between Ambaw Bellete and the Registrant
10.11#	Employment Agreement, effective August 14, 2023, between Vijay Kasturi and the Registrant
10.12#*	Form of Indemnification Agreement for Directors and Officers
10.13#*	Policy for the Recovery of Erroneously Awarded Compensation
23.1*	Consent of Ernst & Young LLP, independent registered public accounting firm
23.2*	Consent of Latham & Watkins LLP (included in Exhibit 5.1)
24.1*	Power of Attorney (included on signature page)
107*	Filing Fee Table

* To be filed by amendment.
\# Indicates management contract or compensatory plan.
† Portions of this exhibit (indicated by asterisks) have been omitted pursuant to Item 601 of Regulation S-K because it is both not material and is the type that the registrant treats as private or confidential.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irvine, State of California, on this day of , 2023.

CG ONCOLOGY, INC.

By: _____
Arthur Kuan
Chief Executive Officer

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of CG Oncology, Inc., hereby severally constitute and appoint Arthur Kuan and Stephen DiPalma, and each of them singly (with full power to each of them to act alone), our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him or her and in his or her name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement (or any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities held on the dates indicated.

Signature	Title	Date
Arthur Kuan	Chief Executive Officer and Director (principal executive officer)	, 2023
Stephen DiPalma	Chief Financial Officer (principal financial and accounting officer)	, 2023
Brian Liu, M.D.	Director	, 2023
James J. Mulé, IPh.D.	Director	, 2023
Leonard Post, Ph.D.	Director	, 2023
Simone Song	Director	, 2023
Victor Tong, Jr.	Director	, 2023

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

CG ONCOLOGY, INC.

(Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware)

CG Oncology, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is CG Oncology, Inc. and that this corporation was originally incorporated pursuant to the General Corporation Law on November 30, 2017 under the name Cold Genesys, Inc.

SECOND: That the Board of Directors of this corporation (the "Board of Directors") duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety as follows:

ARTICLE I.

The name of this corporation is **CG Oncology, Inc.** (the "Corporation").

ARTICLE II.

The address of the registered office of this Corporation in the State of Delaware is 3500 South DuPont Highway, in the City of Dover, County of Kent, 19901. The name of its registered agent at such address is Incorporating Services, Ltd.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

ARTICLE IV.

A. Classes of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, Common Stock and Preferred Stock. The total number of shares which this Corporation is authorized to issue is 831,458,674 shares. 493,530,000 shares shall be Common Stock, par value $0.0001 per share (the "Common Stock") and 337,928,674 shares shall be Preferred Stock, par value $0.0001 per share (the "Preferred Stock"). Of the Preferred Stock, 81,587,937 shares shall be designated Series F Preferred Stock (the "Series F Preferred Stock"), 112,422,700 shares shall be designated Series E Preferred Stock (the "Series E Preferred Stock"), 53,271,754 shares shall be designated Series D Preferred Stock (the "Series D Preferred Stock"), 73,598,283 shares shall be designated Series C Preferred Stock (the "Series C Preferred Stock"), 11,973,000 shares shall be designated Series B Preferred Stock (the "Series B Preferred Stock") and 5,075,000 shares shall be designated Series A-1 Preferred Stock (the "Series A-1 Preferred Stock"). The Series A-1 Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock and the Series F Preferred Stock shall be collectively referred to herein as the "Preferred Stock".

B. Rights, Preferences and Restrictions of Preferred Stock. The rights, preferences, privileges, and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Article IV.B.

1. Dividend Provisions.

(a) Holders of Series F Preferred Stock shall be entitled to receive, prior and in preference to any other class or series of capital stock of this corporation, cumulative cash dividends, when, as and if declared by the Board of Directors, out of any funds that are legally available therefor, at the rate of eight percent (8%) of the Series F Initial Purchase Price (as defined below) per annum on each outstanding share of Series F Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares).

(b) Following the issuance and distribution of dividends pursuant to subsection 1(a) above, holders of Series E Preferred Stock shall be entitled to receive, prior and in preference to any other class or series of capital stock of this corporation, cumulative cash dividends, when, as and if declared by the Board of Directors, out of any funds that are legally available therefor, at the rate of eight percent (8%) of the Series E Initial Purchase Price (as defined below) per annum on each outstanding share of Series E Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares).

(c) Following the issuance and distribution of dividends pursuant to subsections 1(a) and 1(b) above, holders of Series D Preferred Stock and Series C Preferred Stock (together, the "Senior Preferred Stock") shall be entitled to receive, on a pari passu basis and prior and in preference to the holders of Series B Preferred Stock, Series A-1 Preferred Stock and Common Stock, cumulative cash dividends, when, as and if declared by the Board of Directors, out of any funds that are legally available therefor, at the rate of (i) with respect to the Series D Preferred Stock, eight percent (8%) of the Series D Initial Purchase Price (as defined below) per annum on each outstanding share of Series D Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) and (ii) with respect to the Series C Preferred Stock, eight percent (8%) of the Series C Initial Purchase Price (as defined below) per annum on each outstanding share of Series C Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares).

(d) Following the issuance and distribution of dividends pursuant to subsections 1(a), 1(b) and 1(c) above, holders of Series B Preferred Stock and Series A-1 Preferred Stock shall be entitled to receive, on a pari passu basis and prior and in preference to the holders of Common Stock, noncumulative cash dividends, when, as and if declared by the Board of Directors, out of any funds that are legally available therefor, at the rate of (i) with respect to the Series B Preferred Stock, eight percent (8%) of the Series B Initial Purchase Price (as defined below) per annum on each outstanding share of Series B Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) and (ii) with respect to the Series A-1 Preferred Stock, eight percent (8%) of the Series A-1 Initial Purchase Price (as defined below) per annum on each outstanding share of Series A-1 Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares).

As used herein, the "Series F Initial Purchase Price" shall be $1.2872 per share of Series F Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like, as described herein). As used herein, the "Series E Initial Purchase Price" shall be $1.0674 per share of Series E Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like, as described herein). As used herein, the "Series D Initial Purchase Price" shall be $0.8879 per share of Series D Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like, as described herein). As used herein, the "Series C Initial Purchase Price" shall be $0.29892 per share of Series C Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like, as described herein). As used herein, the "Series B Initial Purchase Price" shall be $0.83523 per share of Series B Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like, as described herein). As used herein, the "Series A-1 Initial Purchase Price" shall be $0.70339 per share of Series A-1 Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like, as described herein). For the avoidance of doubt, "fully-diluted, as-converted and as-exercised basis" means all issued and outstanding Common Stock, all outstanding options under employee stock option plans or similar plans, all shares of outstanding Preferred Stock or convertible securities or instruments on an as-converted basis, and all outstanding warrants, options or similar rights to purchase the capital stock of the Corporation on an as-exercised basis.

(e) No distributions shall be made with respect to the Common Stock unless dividends on the Preferred Stock have been declared in accordance with the preferences stated herein and all declared dividends on the Preferred Stock have been paid or set aside for payment to the Preferred Stock holders. The right to receive dividends on shares of Series B Preferred Stock and Series A-1 Preferred Stock shall not be cumulative, and no right to dividends shall accrue to holders of Series B Preferred Stock and Series A-1 Preferred Stock by reason of the fact that dividends on said shares are not declared or paid. Payment of any dividends to the holders of Series B Preferred Stock and Series A-1 Preferred Stock shall be on a pro rata, pari passu basis in proportion to the dividend rate for the Series B Preferred Stock and Series A-1 Preferred Stock, as applicable.

(f) After payment of the full amount of any dividends pursuant to Articles IV.B.1(a), IV.B.1(b), IV.B.1(c) and IV.B.1(d), any additional dividends shall be distributed among all holders of Common Stock and all holders of Preferred Stock in proportion to the number of shares of Common Stock which would be held by each such holder if all such shares of Preferred Stock were converted to Common Stock at the then-effective applicable conversion rate.

(g) Distributions can be made without regard to any preferential rights amount or preferential dividends arrears amount with respect to distributions made by this Corporation in connection with (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) repurchases of Common Stock or Preferred Stock in connection with the settlement of disputes with any stockholder, or (iv) any other repurchase or redemption of Common Stock or Preferred Stock that are approved by the holders of at least 75% of the then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted to Common Stock basis) (the "Requisite Holders").

2. Liquidation Preference.

(a) Upon any liquidation, dissolution or winding up of this Corporation, whether voluntary or involuntary, and subject to Article IV.B.2(f), before any distribution or payment shall be made to the holders of Common Stock:

(i) The holders of Series F Preferred Stock shall be entitled to be paid out of the assets of this Corporation, prior and in preference to any distribution of the proceeds of such liquidation, dissolution or winding up to the holders of Series E Preferred Stock, Senior Preferred Stock, Series B Preferred Stock, Series A-1 Preferred Stock or Common Stock by reason of their ownership thereof, an amount per share of Series F Preferred Stock equal to the Series F Initial Purchase Price, plus all declared but unpaid dividends on the Series F Preferred Stock, for each share of Series F Preferred Stock then held (the "Series F Preference").

(ii) Following the distribution pursuant to Article IV.B.2(a)(i) above, the holders of Series E Preferred Stock shall be entitled to be paid out of the assets of this Corporation, prior and in preference to any distribution of the proceeds of such liquidation, dissolution or winding up to the holders of Senior Preferred Stock, Series B Preferred Stock, Series A-1 Preferred Stock or Common Stock by reason of their ownership thereof, an amount per share of Series E Preferred Stock equal to the Series E Initial Purchase Price, plus all declared but unpaid dividends on the Series E Preferred Stock, for each share of Series E Preferred Stock then held (the "Series E Preference").

(iii) Following the distributions pursuant to Articles IV.B.2(a)(i) and Article IV.B.2(a)(ii) above, the holders of each series of Senior Preferred Stock shall be entitled to be paid out of the assets of this Corporation, on a pari passu basis and prior and in preference to any distribution of the proceeds of such liquidation, dissolution or winding up to the

holders of Series B Preferred Stock, Series A-1 Preferred Stock or Common Stock by reason of their ownership thereof, (i) with respect to the Series D Preferred Stock, an amount per share of Series D Preferred Stock equal to the Series D Initial Purchase Price, plus all declared but unpaid dividends on the Series D Preferred Stock, for each share of Series D Preferred Stock then held (the "Series D Preference") and (ii) with respect to the Series C Preferred Stock, an amount per share of Series C Preferred Stock equal to the Series C Initial Purchase Price, plus all declared but unpaid dividends on the Series C Preferred Stock, for each share of Series C Preferred Stock then held (the "Series C Preference").

(iv) Following the distributions pursuant to Article IV.B.2(a)(i),Article IV.B.2(a)(ii) and Article IV.B.2(a)(iii) above, the holders of Series B Preferred Stock and Series A-1 Preferred Stock shall be entitled to be paid out of the assets of this Corporation, on a pari passu basis (i) with respect to the Series B Preferred Stock, an amount per share of Series B Preferred Stock equal to the Series B Initial Purchase Price, plus all declared but unpaid dividends on the Series B Preferred Stock, for each share of Series B Preferred Stock then held (the "Series B Preference"); and (ii) with respect to the Series A-1 Preferred Stock, an amount per share of Series A-1 Preferred Stock equal to the Series A-1 Initial Purchase Price, plus all declared but unpaid dividends on the Series A-1 Preferred Stock, for each share of Series A-1 Preferred Stock then held by them (the "Series A-1 Preference").

(v) The Series A-1 Preference, Series B Preference, Series C Preference, Series D Preference, Series E Preference and Series F Preference are hereinafter collectively referred to as the "Liquidation Preferences." Notwithstanding the foregoing provisions in Article IV.B.2(a)(i), Article IV.B.2(a)(ii), Article IV.B.2(a)(iii) and Article IV.B.2(a)(iv) above, if, upon any such liquidation, dissolution or winding up, the assets of this Corporation shall be insufficient to make payment in full of the Liquidation Preferences, then such assets shall be distributed in the following order of priority: (a) to the holders of Series F Preferred Stock in preference and ratably in proportion to the full amounts to which they would otherwise be respectively entitled pursuant to Article IV.B.2(a)(i), (b) any remaining assets then to the holders of Series E Preferred Stock in preference and ratably in proportion to the full amounts to which they would otherwise be respectively entitled pursuant to Article IV.B.2(a)(ii), (c) any remaining assets then to the holders of each series of Senior Preferred Stock in preference and ratably in proportion to the full amounts to which they would otherwise be respectively entitled pursuant to Article IV.B.2(a)(iii), and (d) any remaining assets then to the holders of Series B Preferred Stock and Series A-1 Preferred Stock ratably in proportion to the full amounts to which they would otherwise be respectively entitled pursuant to Article IV.B.2(a)(iv).

(b) After the payment of the full Liquidation Preferences as set forth in Article IV.B.2(a), the remaining assets of this Corporation legally available for distribution, if any, shall be distributed ratably to the holders of the Common Stock, Series F Preferred Stock (on an as-converted to Common Stock basis), Series E Preferred Stock (on an as-converted to Common Stock basis), Senior Preferred Stock (on an as-converted to Common Stock basis) and Series A-1 Preferred Stock (on an as-converted to Common Stock basis); provided, however, that if the aggregate amount which a holder of a share of Series A-1 Preferred Stock is entitled to receive under Article IV.B.2(a) and this Article IV.B.2(b) exceeds the sum of (i) three (3) times the Series A-1 Initial Purchase Price plus (ii) declared but unpaid dividends thereon, such holder of Series A-1 Preferred Stock shall cease participating in such distribution as to such Series A-1 Preferred

Stock, and the balance shall be distributed ratably to the holders of Common Stock, Series F Preferred Stock (on an as-converted to Common Stock basis), Series E Preferred Stock (on an as-converted to Common Stock basis) and Senior Preferred Stock (on an as-converted to Common Stock basis). The aggregate amount that a holder of a share of Preferred Stock is entitled to receive under Articles IV.B.2(a) and IV.B.2(b) is hereinafter referred to as the "Liquidation Amount."

(c) Any Acquisition or Asset Transfer (each as defined below) shall be deemed a liquidation under this Article IV.B.2; provided, however, that:

(i) This Corporation and, as applicable, its stockholders shall not have the power to effect such an Acquisition unless the agreement or plan of merger, or consolidation for such transaction provides that the consideration payable to the stockholders of this Corporation shall be allocated among the holders of capital stock of this Corporation in accordance with Articles IV.B.2(a) and IV.B.2(b).

(ii) In the event of an Asset Transfer, if this Corporation does not effect a dissolution of this Corporation within 90 days after such Asset Transfer, then (A) this Corporation shall send a written notice to each holder of shares of Preferred Stock no later than the 90th day after such Asset Transfer, advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (B) to require the redemption of such shares of Preferred Stock, and (B) if the Requisite Holders so request in a written instrument delivered to this Corporation not later than 120 days after such Asset Transfer, this Corporation shall use the consideration received by this Corporation for such Asset Transfer, net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of this Corporation and approved by the Requisite Holders, together with any other assets of this Corporation available for distribution to its stockholders, all to the extent permitted by the General Corporation Law governing distributions to stockholders (the "Available Proceeds"), on the 150th day after such Asset Transfer, to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amounts. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock in accordance with the Liquidation Preferences and priorities of payment set forth in Articles IV.B.2(a) and IV.B.2(b), this Corporation shall ratably redeem each holder's shares of Preferred Stock in accordance with such Liquidation Preferences and priorities of payment to the fullest extent of such Available Proceeds, and shall redeem the remaining shares as soon as it may lawfully do so under the General Corporation Law governing distributions to stockholders. The provisions of Article IV.B.3 shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Preferred Stock pursuant to this Article IV.B.2(c).

(d) If the consideration received by this Corporation or the stockholders, as the case may be, in connection with an Acquisition or Asset Transfer is other than cash, its value will be deemed its fair market value as determined in good faith by the Board of Directors of this Corporation and approved by the Requisite Holders. Any securities shall be valued as follows received as consideration in connection with such Acquisition or Asset Transfer shall be valued as follows:

(i) The value of securities not subject to investment letter or other similar restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be:

(A) if traded on a securities exchange or through the NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) day period (or portion thereof) ending three (3) days prior to the closing;

(B) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) day period (or portion thereof) ending three (3) days prior to the closing; and

(C) if there is no active public market, the value shall be the fair market value thereof, as determined by the Board of Directors of this Corporation. The Requisite Holders shall each have the right to challenge any determination by the Board of Directors of fair market value pursuant to this Article IV.B.2(d)(i)(C), in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the Board of Directors and the challenging parties, the cost of such appraisal to be borne equally by this Corporation and the challenging parties.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be adjusted to make an appropriate discount from the value determined as above in Article IV.B.2(d)(i) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors, or by a liquidator if one is appointed. The Requisite Holders, voting together as a single class, shall have the right to challenge any determination by the Board of Directors of fair market value pursuant to this Article IV.B.2(d)(ii), in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the Board of Directors and the challenging parties, the cost of such appraisal to be borne equally by the Corporation and the challenging parties.

(iii) In the event of a liquidation in connection with an Acquisition under Article IV.B.2(c), then the "assets of this Corporation" available for distribution shall be deemed to be the aggregate consideration to be paid to all stockholders participating in such Acquisition.

(e) In the event of an Acquisition or Asset Transfer that is deemed a liquidation in accordance with Article IV.B.2(c), if any portion of the consideration payable to the stockholders of this Corporation is placed into escrow and/or is payable to the stockholders of this Corporation subject to contingencies, the definitive agreement(s) relating to such Acquisition or Asset Transfer shall provide that: (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of this Corporation in accordance with Articles IV.B.2(a) and IV.B.2(b) as if the Initial Consideration were the only consideration payable in connection with such Acquisition or Asset Transfer; and (ii) any additional consideration which becomes payable to the stockholders of this Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of this Corporation in accordance with Articles IV.B.2(a) and IV.B.2(b) after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(f) Notwithstanding the foregoing provisions of this Article IV.B.2, upon any liquidation, dissolution, winding up, Acquisition or Asset Transfer (each, a "Liquidation Event"), each holder of shares of Series A-1 Preferred Stock or Series B Preferred Stock shall be entitled to receive, for each share of such series of Preferred Stock then held, out of the proceeds available for distribution, the greater of (i) the amount of cash, securities or other property to which such holder would be entitled to receive with respect to such shares in a Liquidation Event pursuant to Articles IV.B.2(a), IV.B.2(b) and IV.B.2(c) (without giving effect to this Article IV.B.2(f)) or (ii) the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event with respect to such shares if such shares had been converted to Common Stock immediately prior to such Liquidation Event, giving effect to this Article IV.B.2(f) with respect to all shares of Preferred Stock simultaneously; provided that, so long as any shares of Series F Preferred Stock are outstanding, the Company shall not, without the approval of the holders of a majority of the then outstanding shares of Series F Preferred Stock, voting as a separate series (the "Series F Majority"), enter into any Liquidation Event where the proceeds per share of Series F Preferred Stock the holders of Series F Preferred Stock are entitled to receive pursuant to this Article IV.B.2 are less than two (2) times the Series F Initial Purchase Price; and provided further, that, so long as any shares of Series E Preferred Stock are outstanding, the Company shall not, without the approval of the holders of a majority of the then outstanding shares of Series E Preferred Stock, voting as a separate series (the "Series E Majority"), enter into any Liquidation Event where the proceeds per share of Series E Preferred Stock the holders of Series E Preferred Stock are entitled to receive pursuant to this Article IV.B.2 are less than two and a half (2.5) times the Series E Initial Purchase Price.

3. Redemption.

(a) At any time following the fifth anniversary date of July 28, 2023 (the "Series F Original Issue Date"), if requested in writing by holders of a majority of the then-outstanding shares of Series A-1 Preferred Stock, this Corporation shall, to the extent not prohibited by Delaware law governing distributions to stockholders, redeem all of the outstanding Series A-1 Preferred Stock sixty (60) days following the date of such written request (the "Series A-1 Redemption Date"). This Corporation shall effect such redemptions on the Series A-1 Redemption Date by paying in cash in exchange for the shares of Series A-1 Preferred Stock to be redeemed an amount equal to: the Series A-1 Initial Purchase Price per share of Series A-1 Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series A-1 Preferred Stock (collectively, the "Series A-1 Redemption Price"). The number of shares redeemable pursuant to this Article IV.B.3(a) shall be limited to (y) the number that may be redeemed with the then-maximum amount of funds to the extent not prohibited by Delaware law governing distributions to stockholders (the "Legally Available Funds"); and (z) any further restrictions pursuant to Article IV.B.3(g).

(b) At any time following the fifth anniversary date of the Series F Original Issue Date, if requested in writing by holders of a majority of the then-outstanding shares of Series B Preferred Stock, this Corporation shall, to the extent not prohibited by Delaware law governing distributions to stockholders, redeem all of the outstanding Series B Preferred Stock sixty (60) days following the date of such written request (the "Series B Redemption Date"). This Corporation shall effect such redemptions on the Series B Redemption Date by paying in cash in exchange for the shares of Series B Preferred Stock to be redeemed an amount equal to the Series B Initial Purchase Price per share of Series B Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series B Preferred Stock (collectively, the "Series B Redemption Price"). The number of shares redeemable pursuant to this Article IV.B.3(b) shall be limited to (x) the number that may be redeemed with the Legally Available Funds; and (y) any further restrictions pursuant to Article IV.B.3(g).

(c) At any time following the fifth anniversary date of the Series F Original Issue Date, if requested in writing by holders of at least 66.67% of the then-outstanding shares of Series C Preferred Stock, this Corporation shall, to the extent not prohibited by Delaware law governing distributions to stockholders, redeem all of the outstanding Series C Preferred Stock sixty (60) days following the date of such written request (the "Series C Redemption Date"). This Corporation shall effect such redemptions on the Series C Redemption Date by paying in cash in exchange for the shares of Series C Preferred Stock to be redeemed (other than those holders of Series C Preferred Stock that affirmatively choose to not participate in such redemption) an amount equal to: the Series C Initial Purchase Price per share of Series C Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series C Preferred Stock (collectively, the "Series C Redemption Price"). The number of shares redeemable pursuant to this Article IV.B.3(c) shall be limited to (y) the number that may be redeemed with the Legally Available Funds; and (z) any further restrictions pursuant to Article IV.B.3(g).

(d) At any time following the fifth anniversary date of the Series F Original Issue Date, if requested in writing by holders of a majority of the then-outstanding shares of Series D Preferred Stock, this Corporation shall, to the extent not prohibited by Delaware law governing distributions to stockholders, redeem all of the outstanding Series D Preferred Stock sixty (60) days following the date of such written request (the "Series D Redemption Date"). This Corporation shall effect such redemptions on the Series D Redemption Date by paying in cash in exchange for the shares of Series D Preferred Stock to be redeemed (other than those holders of Series D Preferred Stock that affirmatively choose to not participate in such redemption) an amount equal to: the Series D Initial Purchase Price per share of Series D Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series D Preferred Stock (collectively, the "Series D Redemption Price"). The number of shares redeemable pursuant to this Article IV.B.3(d) shall be limited to (y) the number that may be redeemed with the Legally Available Funds; and (z) any further restrictions pursuant to Article IV.B.3(g).

(e) At any time following the fifth anniversary date of the Series F Original Issue Date, if requested in writing by the Series E Majority, this Corporation shall, to the extent not prohibited by Delaware law governing distributions to stockholders, redeem all of the outstanding Series E Preferred Stock (other than the Series E Preferred Stock held by holders that affirmatively choose to not participate in such redemption) sixty (60) days following the date of such written request (the "Series E Redemption Date"). This Corporation shall effect such redemptions on the Series E Redemption Date by paying in cash in exchange for the shares of Series E Preferred Stock to be redeemed an amount equal to: the Series E Initial Purchase Price per share of Series E Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series E Preferred Stock (collectively, the "Series E Redemption Price"). The number of shares redeemable pursuant to this Article IV.B.3(e) shall be limited to (y) the number that may be redeemed with the Legally Available Funds; and (z) any further restrictions pursuant to Article IV.B.3(g).

(f) At any time following the fifth anniversary date of the Series F Original Issue Date, if requested in writing by the Series F Majority, this Corporation shall, to the extent not prohibited by Delaware law governing distributions to stockholders, redeem all of the outstanding Series F Preferred Stock (other than the Series F Preferred Stock held by holders that affirmatively choose to not participate in such redemption) sixty (60) days following the date of such written request (the "Series F Redemption Date"). This Corporation shall effect such redemptions on the Series F Redemption Date by paying in cash in exchange for the shares of Series F Preferred Stock to be redeemed an amount equal to: the Series F Initial Purchase Price per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus any and all declared but unpaid dividends with respect to such shares of Series F Preferred Stock (collectively, the "Series F Redemption Price"). The number of shares redeemable pursuant to this Article IV.B.3(f) shall be limited to (y) the number that may be redeemed with the Legally Available Funds; and (z) any further restrictions pursuant to Article IV.B.3(g). The Series A-1 Redemption Price, the Series B Redemption Price, the Series C Redemption Price, the Series D Redemption Price, the Series E Redemption Price and the Series F Redemption Price shall be referred to hereinafter as a "Redemption Price" for their applicable shares of Preferred Stock.

(g) Should the Legally Available Funds be an amount less than the amount necessary to effect a redemption as requested pursuant to Article IV.B.3(a), Article IV.B.3(b), Article IV.B.3(c), Article IV.B.3(d), Article IV.B.3(e), Article IV.B.3(f), or any of the foregoing (should more than one redemption be requested simultaneously, pursuant to Article IV.B.3(h)), up to two separate redemptions (each, a "Senior Redemption") shall be effected in accordance with this Article IV.B.3(g) prior to a single, partial redemption (a "Partial Redemption"). First, a Senior Redemption shall be paid by this Corporation to redeem shares from the holders of the Series F Preferred Stock ratably in proportion to the aggregate Redemption Price that would be payable to each holder of the Series F Preferred Stock. After the full Redemption Price of the Series F Preferred Stock has been paid, a second Senior Redemption shall be paid to the holders of the Series E Preferred Stock ratably in proportion to the aggregate Redemption Price that would be payable to each holder of the Series E Preferred Stock. After the full Redemption Price of the Series F Preferred Stock and Series E Preferred Stock to be redeemed has been paid, a Partial Redemption shall be paid by this Corporation, such that each Eligible Redeemer (as defined below) shall be able to redeem only its Redeemable Shares (as defined below).

(i) Subject to Article IV.B.3(g), an "Eligible Redeemer" shall be any holder of shares of Preferred Stock from whom this Corporation has received a request for redemption under this Article IV.B.3. Notwithstanding anything to the contrary in this Article IV.B.3, however, in the event any holder of shares of Preferred Stock, regardless of the Series A-1 Redemption Date, the Series B Redemption Date, the Series C Redemption Date, the Series D Redemption Date, the Series E Redemption Date or the Series F Redemption Date, receives a Redemption Notice (as defined in Article IV.B.3(h)), which states that this Corporation shall effect a Partial Redemption in accordance with this Article IV.B.3(g), such holder may become an Eligible Redeemer, only if this Corporation receives written notice that such holder of shares of Preferred Stock also requests redemption of its shares of Preferred Stock such that its request is deemed a Simultaneous Redemption under Article IV.B.3(h).

(ii) "Redeemable Shares" shall be a certain amount of shares of Preferred Stock that is less than the total number of shares of Series A-1 Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock requested to be redeemed by an Eligible Redeemer in accordance with Article IV.3(g) (the "Total Requested Shares"). The Redeemable Shares for each Eligible Redeemer shall be determined in good faith by this Corporation by first multiplying the Legally Available Funds by a fraction: the numerator of which is the Total Requested Shares held by such Eligible Redeemer on an as-converted to Common Stock basis, and the denominator of which is the sum of all Total Requested Shares of all Eligible Redeemers under the Redemption Notice, on an as-converted to Common Stock basis (such figure shall be referred to herein as the "Maximum Payout Proportion"). The Redeemable Shares shall be those shares of Series A-1 Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock out of the Total Requested Shares that may be redeemed without exceeding the Maximum Payout Proportion. Redeemable Shares may only be a whole number of shares, and may consist of shares of multiple series of Preferred Stock, should the Total Requested Shares comprise more than one series of Preferred Stock.

(h) Within ten (10) calendar days of receiving a redemption request contemplated by Article IV.B.3(a), Article IV.B.3(b), Article IV.B.3(c), Article IV.B.3(d), Article IV.B.3(e) or Article IV.B.3(f), this Corporation shall send a notice (a "Redemption Notice") to all holders of shares of Preferred Stock setting forth: (i) which series (or sub-series, as applicable) of Preferred Stock requested a redemption and the number of shares of subject to such redemption; (ii) the then-current Redemption Price for such series (or sub-series, as applicable) of Preferred Stock to be redeemed; (iii) the place at which the applicable holders may obtain payment of such Redemption Price upon surrender of their share certificates; and (iv) what provisions of Article IV.B.3(g), if any, apply. Any additional requests for redemption, pursuant to any provision of Article IV.B.3, received by this Corporation within ten (10) calendar days of the date of a Redemption Notice shall be grouped together as a single request, such that all such requests shall be deemed to have been made simultaneously with the redemption request that triggered the original Redemption Notice (a "Simultaneous Redemption"), and the original Redemption Notice shall be promptly amended and restated and sent to all holders of shares of Preferred Stock in order to notify them of such Simultaneous Redemption.

(i) If there has been a failure for any reason in payment of the Series F Redemption Price on the Series F Redemption Date, notwithstanding anything herein to the contrary, the Series F Redemption Price shall be automatically increased at the rate of 8% of the Series F Initial Purchase Price per annum on each outstanding share of Series F Preferred Stock, compounding from the Series F Redemption Date until the date that the Series F Redemption Price is paid in full. If there has been a failure for any reason in payment of the Series E Redemption Price on the Series E Redemption Date, notwithstanding anything herein to the contrary, the Series E Redemption Price shall be automatically increased at the rate of 8% of the Series E Initial Purchase Price per annum on each outstanding share of Series E Preferred Stock, compounding from the Series E Redemption Date until the date that the Series E Redemption Price is paid in full. If there has been a failure for any reason in payment of the Series D Redemption Price on the Series D Redemption Date, notwithstanding anything herein to the contrary, the Series D Redemption Price shall be automatically increased at the rate of 8% of the Series D Initial Purchase Price per annum on each outstanding share of Series D Preferred Stock, compounding from the Series D Redemption Date until the date that the Series D Redemption Price is paid in full. If there has been a failure for any reason in payment of the Series C Redemption Price on the Series C Redemption Date, notwithstanding anything herein to the contrary, the Series C Redemption Price shall be automatically increased at the rate of 8% of the Series C Initial Purchase Price per annum on each outstanding share of Series C Preferred Stock, compounding from the Series C Redemption Date until the date that the Series C Redemption Price is paid in full.

(j) On or prior to the Series A-1 Redemption Date, the Series B Redemption Date, the Series C Redemption Date, the Series D Redemption Date, the Series E Redemption Date or the Series F Redemption Date, as the case may be, this Corporation shall deposit the appropriate Redemption Price of all shares of Preferred Stock to be redeemed with a bank or trust company having aggregate capital and surplus in excess of $100,000,000, as a trust fund, with irrevocable instructions and authority to the bank or trust company to pay, on and after the Series A-1 Redemption Date, Series B Redemption Date, Series C Redemption Date, Series D Redemption Date, Series E Redemption Date or the Series F Redemption Date, as the case may be, such Redemption Price of the shares to their respective holders upon the surrender of their share certificates (or, if such holder alleges that such certificate or certificates have been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to this Corporation to indemnify this Corporation against any claim that may be made against this Corporation on account of the alleged loss, theft or destruction of such certificate). Any funds deposited by this Corporation pursuant to this Article IV.B.3(j) for the redemption of shares of Preferred Stock thereafter converted into shares of Common Stock pursuant to Article IV.B.4 hereof shall be returned to this Corporation forthwith upon such conversion. The balance of any funds deposited by this Corporation pursuant to this Article IV.B.3(j) remaining unclaimed at the expiration of one (1) year following the date this Corporation first deposited the funds shall be returned to this Corporation promptly upon its written request.

(k) Subject to the provisions of Article IV.B.3(g), on or after the Series A-1 Redemption Date, Series B Redemption Date, Series C Redemption Date, Series D Redemption Date, Series E Redemption Date or Series F Redemption Date, as the case may be, each holder of shares of Preferred Stock to be redeemed shall surrender such holder's certificates representing such shares to this Corporation in the manner and at the place designated in the Redemption Notice, and thereupon the appropriate Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. In the event less than all the shares of Preferred Stock represented by such certificates are redeemed, a new certificate shall be

issued representing the unredeemed shares of Preferred Stock. From and after the Series A-1 Redemption Date, Series B Redemption Date, Series C Redemption Date, Series D Redemption Date, Series E Redemption Date or Series F Redemption Date, as the case may be, unless there shall have been a failure in payment for any reason of the appropriate Redemption Price or this Corporation is unable to pay such Redemption Price due to not having sufficient Legally Available Funds, all rights of the holder of such shares as holder of Preferred Stock (except the right to receive the Redemption Price upon surrender of their certificates), shall cease and terminate with respect to such shares; provided, however, that in the event that shares of Preferred Stock are not redeemed for the Redemption Price in accordance with this Article IV.B.3 (including Article IV.B.3(i)), such shares of Preferred Stock shall remain outstanding and shall be entitled to all of the rights and preferences provided herein.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Optional Conversion. Subject to and in compliance with the provisions of this Article IV.B.4, any shares of Preferred Stock may, at the option of the holder, be converted at any time into fully paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock or Series A-1 Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the Series F Conversion Rate, Series E Conversion Rate, Series D Conversion Rate, Series C Conversion Rate, Series B Conversion Rate or Series A-1 Conversion Rate (each as defined in and determined as provided in Article IV.B.4(c) and collectively, as applicable, the "Conversion Rate"), as applicable, then in effect, by the number of shares of Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock or Series A-1 Preferred Stock being converted.

Each holder of Preferred Stock who desires to convert shares into shares of Common Stock pursuant to this Article IV.B.4(a) shall surrender the certificate or certificates representing the shares being converted (or, if such holder alleges that such certificate or certificates have been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to this Corporation to indemnify this Corporation against any claim that may be made against this Corporation on account of the alleged loss, theft or destruction of such certificate), duly endorsed, at the office of this Corporation or any transfer agent for such shares and shall give written notice to this Corporation at such office that such holder elects to convert such shares. Such notice shall state the number of shares of Preferred Stock being converted and, optionally, the preferred form of payment of declared and unpaid dividends. Thereupon, this Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay in cash, or, at this Corporation's option (unless otherwise indicated prior to conversion by the notice of conversion provided by such holder), in shares of Common Stock (at the Common Stock's fair market value determined in good faith by the Board of Directors as of the date of such conversion), any declared and unpaid dividends on the shares of Preferred Stock being converted. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Preferred Stock to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all

purposes as the record holder of such shares of Common Stock on such date. The Requisite Holders shall have the right to challenge any determination by the Board of Directors of fair market value pursuant to this Article IV.B.4(a), in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the Board of Directors and the challenging parties, the cost of such appraisal to be borne equally by the Corporation and the challenging parties.

(b) Automatic Conversion.

(i) Each share of Preferred Stock shall automatically be converted into shares of Common Stock, based on the then-effective applicable Conversion Rate: (x) upon the closing of the sale of shares of Common Stock to the public at a price of at least $1.33 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of this Corporation (1) which results in at least $100,000,000 of gross proceeds to the Corporation and (2) in which the pre-money valuation of the Corporation immediately prior to such public offering is at least $700,000,000 (a "QIPO") or (y) upon the written consent of the Requisite Holders.

(ii) Upon the occurrence of an event giving rise to the conversion specified by Article IV.B.4(b)(i), the outstanding shares of Preferred Stock shall be converted automatically into shares of Common Stock without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to this Corporation or its transfer agent; provided, however, that this Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to this Corporation or its transfer agent as provided below, or the holder notifies this Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to this Corporation to indemnify this Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of any shares of Preferred Stock, this Corporation shall provide a notice of the automatic conversion to the holders of Preferred Stock, and the holders of such shares shall surrender the certificates representing such shares at the office of this Corporation or any transfer agent for such shares. Thereupon, there shall be issued and delivered to such holders promptly at such office and in the holders' names as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Preferred Stock were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Article IV.B.4(a).

(c) Conversion Rate. The conversion rate in effect at any time for conversion of each share of Series F Preferred Stock (the "Series F Conversion Rate") shall be the quotient obtained by dividing the Series F Initial Purchase Price by the Series F Conversion Price (as defined in and calculated as provided in Article IV.B.4(d)). The conversion rate in effect at any time for conversion of each share of Series E Preferred Stock (the "Series E Conversion Rate") shall be the quotient obtained by dividing the Series E Initial Purchase Price by the Series E

Conversion Price (as defined in and calculated as provided in Article IV.B.4(d)). The conversion rate in effect at any time for conversion of each share of Series D Preferred Stock (the "Series D Conversion Rate") shall be the quotient obtained by dividing the Series D Initial Purchase Price by the Series D Conversion Price (as defined in and calculated as provided in Article IV.B.4(d)). The conversion rate in effect at any time for conversion of each share of Series C Preferred Stock (the "Series C Conversion Rate") shall be the quotient obtained by dividing the Series C Initial Purchase Price by the Series C Conversion Price (as defined in and calculated as provided in Article IV.B.4(d)). The conversion rate in effect at any time for conversion of each share of Series B Preferred Stock (the "Series B Conversion Rate") shall be the quotient obtained by dividing the Series B Initial Purchase Price by the Series B Conversion Price (as defined in and calculated as provided in Article IV.B.4(d)). The conversion rate in effect at any time for conversion of each share of Series A-1 Preferred Stock (the "Series A-1 Conversion Rate") shall be the quotient obtained by dividing the Series A-1 Initial Purchase Price by the Series A-1 Conversion Price (as defined in and calculated as provided in Article IV.B.4(d)).

(d) Conversion Price. The conversion price for the Series F Preferred Stock (the "Series F Conversion Price") as of the date upon which this Restated Certificate of Incorporation is accepted for filing by the Secretary of State of the State of Delaware (the "Filing Date") shall initially be the Series F Initial Purchase Price, the conversion price for the Series E Preferred Stock (the "Series E Conversion Price") as of the Filing Date shall initially be the Series E Initial Purchase Price, the conversion price for the Series D Preferred Stock (the "Series D Conversion Price") as of the Filing Date shall initially be the Series D Initial Purchase Price, the conversion price for the Series C Preferred Stock (the "Series C Conversion Price") as of the Filing Date shall initially be the Series C Initial Purchase Price, the conversion price for the Series B Preferred Stock (the "Series B Conversion Price") as of the Filing Date shall initially be the Series C Initial Purchase Price and the conversion price for the Series A-1 Preferred Stock (the "Series A-1 Conversion Price") as of the Filing Date shall initially be the Series C Initial Purchase Price. The Series A-1 Conversion Price, the Series B Conversion Price, the Series C Conversion Price, the Series D Conversion Price, the Series E Conversion Price and the Series F Conversion Price shall be adjusted from time to time in accordance with this Article IV.B.4, and all references herein shall mean the Series F Conversion Price, Series E Conversion Price, Series D Conversion Price, Series C Conversion Price, Series B Conversion Price and Series A-1 Conversion Price as so adjusted (sometimes referred to hereinafter as the "Conversion Price" of the applicable Preferred Stock).

(e) Adjustment for Stock Splits and Combinations. If this Corporation shall, on or after the Filing Date, effect a subdivision of the outstanding Common Stock without a corresponding subdivision of the Series A-1 Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock, then the applicable Conversion Price in effect for such series of Preferred Stock immediately before such respective subdivision shall be proportionately decreased. Conversely, if this Corporation shall at any time or from time to time after the Filing Date combine the outstanding shares of Common Stock into a lower number of shares without a corresponding combination of the Series A-1 Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock, then the applicable Conversion Price in effect for such series of Preferred Stock immediately before such combination shall be proportionately increased. Any adjustment under this Article IV.B.4(e) shall become effective at the close of business on the date such subdivision or combination becomes effective.

(f) Adjustment for Common Stock Dividends and Distributions. If this Corporation at any time or from time to time after the Filing Date makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in shares of Common Stock, in each such event the applicable Conversion Price then in effect for shares of Preferred Stock shall be decreased as of the time of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by multiplying the Conversion Price for such share of Preferred Stock then in effect by a fraction: (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and (ii) the denominator of which is the sum of (x) the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (y) the number of shares of Common Stock issuable in payment of such dividend or distribution; provided, however, that if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, such Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter such Conversion Price shall be adjusted pursuant to this Article IV.B.4(f) to reflect the actual payment of such dividend or distribution; and, provided further, that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such Preferred Stock had been converted into Common Stock on the date of such event.

(g) Adjustments for Other Dividends and Distributions. If this Corporation at any time or from time to time after the Filing Date makes or issues, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of this Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Article IV.B.1 do not apply to such dividend or distribution, then and in each such event the holders of shares of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of such Preferred Stock had been converted into Common Stock on the date of such event.

(h) Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Filing Date the Common Stock issuable upon the conversion of any share of Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than an Acquisition or Asset Transfer, each as defined below, or a subdivision or combination of shares, stock dividend or reorganization, merger, consolidation or sale of assets provided for elsewhere in this Article IV.B.4), then in each such event, provision shall be made so that the holders of shares of Preferred Stock shall thereafter be entitled to receive, upon the conversion of such Preferred Stock, that number of shares of stock or other securities or property of this Corporation upon such recapitalization, reclassification or other change to which a holder of that number of shares of Common Stock deliverable upon conversion of such share of Preferred Stock would have been entitled as a result of such recapitalization, reclassification or other change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(i) Reorganizations, Mergers or Consolidations. If at any time or from time to time after the Filing Date there is a capital reorganization of the Common Stock or a merger or consolidation of this Corporation with or into another corporation or another entity or person (other than an Acquisition or Asset Transfer that is deemed a liquidation, or a subdivision or combination of shares, stock dividend or reorganization, merger, consolidation or sale of assets provided for elsewhere in this Article IV.B.4), then as a part of such capital reorganization, provision shall be made so that the holders of shares of Preferred Stock shall thereafter be entitled to receive, upon the conversion of such shares of Preferred Stock, that number of shares of stock or other securities or property of this Corporation to which a holder of that number of shares of Common Stock deliverable upon conversion of such Preferred Stock would have been entitled as a result of such capital reorganization, merger or consolidation. In any such case, appropriate adjustment shall be made in the application of the provisions of this Article IV.B.4 with respect to the rights of the holders of Preferred Stock after the capital reorganization such that the provisions of this Article IV.B.4 (including adjustment of the applicable Conversion Price for such Preferred Stock then in effect and the number of shares issuable upon conversion of such Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

(j) Sale of Shares Below Conversion Price.

(A) Anti-Dilution Adjustment. If at any time or from time to time after the Filing Date, this Corporation issues or sells, or is deemed by the express provisions of this Article IV.B.4(j) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as a dividend or other distribution on any class of stock as provided in Article IV.B.4(f) above, and other than a subdivision or combination of shares of Common Stock as provided in Article IV.B.4(e) above, for an Effective Price (as defined below) less than the then-effective applicable Conversion Price in effect immediately prior to such issuance or at no Effective Price, then, and in each such case, such then-existing applicable Conversion Price shall be reduced, as of the opening of business on the date of such issue or sale, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

i. "CP_2" shall mean the applicable Conversion Price in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock;

ii. "CP_1" shall mean the applicable Conversion Price in effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;

iii. “A” shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock on a fully-diluted, as-converted and as-exercised basis;

iv. “B” shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued or deemed issued at a price per share equal to CP_1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP_1); and

v. “C” shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(B) For the purpose of making any adjustment required under this Article IV.B.4(j), the consideration received by this Corporation for any issue or sale of Additional Shares of Common Stock shall: (i) to the extent it consists of cash, be computed at the net amount of cash received by this Corporation after deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by this Corporation in connection with such issue or sale but without deduction of any expenses payable by this Corporation; and (ii) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board of Directors. In the event that Additional Shares of Common Stock are issued or sold together with other stock or securities or other assets of this Corporation for a consideration which covers both, the consideration received by this Corporation for any issue or sale of securities shall be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board of Directors to be allocatable to such Additional Shares of Common Stock. In each event, the Requisite Holders, voting together as a single class, shall have the right to challenge any determination by the Board of Directors, in which case the determination shall be made by an independent appraiser selected jointly by the Board of Directors and the challenging parties, the cost of such appraisal to be borne equally by the Corporation and the challenging parties.

(C) For the purpose of the adjustments required under this Article IV.B.4(j), if this Corporation issues or sells: (i) stock or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as “Convertible Securities”); or (ii) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities, this Corporation shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by this Corporation for the issuance of such rights or options or Convertible Securities, plus, in the case of such rights or options, the minimum amounts of consideration, if any, payable to this Corporation upon the exercise of such rights or options, plus, in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to this Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) upon the conversion thereof; provided, however, that if in the case of Convertible Securities the minimum amounts of such consideration cannot be ascertained but are a function of anti-dilution or similar protective clauses, this Corporation shall be deemed to have received the minimum amounts of consideration without reference to such clauses; and, provided

further, that: (i) if the minimum amount of consideration payable to this Corporation upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or based on the occurrence or non-occurrence of specified events other than by reason of anti-dilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; and (ii) if the minimum amount of consideration payable to this Corporation upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to this Corporation upon the exercise or conversion of such rights, options or Convertible Securities. No further adjustment of such Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock on the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the applicable Conversion Price for each share of Preferred Stock, as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the applicable Conversion Price that would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by this Corporation upon such exercise, plus the consideration, if any, actually received by this Corporation for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by this Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities; provided, however, that such readjustment shall not apply to prior conversions of Preferred Stock. Notwithstanding the foregoing, no readjustment pursuant to this clause (C) shall have the effect of increasing the Conversion Price for a share of Preferred Stock to an amount that exceeds the lower of (i) the applicable Conversion Price for such series in effect immediately prior to the original adjustment made as a result of the issuance of such Convertible Securities or options or rights, or (ii) the Conversion Price for such series that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Convertible Securities) between the original adjustment date and such readjustment date.

(D) As used herein, "Additional Shares of Common Stock" shall mean all shares of Common Stock issued by this Corporation or deemed to be issued pursuant to this Article IV.B.4(j), other than: (i) any shares of Common Stock issued upon any conversion of shares of Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock or Series A-1 Preferred Stock; (ii) any shares of Common Stock issued as a dividend or distribution on shares of Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock or Series A-1 Preferred Stock, or upon a stock split, stock dividend or any other subdivision of the number of shares of Common Stock; (iii) any shares of Common Stock (or options or rights to purchase shares of Common Stock) issued on or after the Filing Date to employees, officers or directors of, or consultants or advisors to, this Corporation pursuant to current stock purchase plans or current stock option plans, or pursuant to similar plans that are approved by the Requisite

Holders pursuant to Article IV.B.6(p); and (iv) any shares of Series F Preferred Stock issued pursuant to that certain Series F Preferred Stock Purchase Agreement, by and between the Corporation and certain other investors thereto, dated on or about the Filing Date (the "Series F Stock Purchase Agreement"). The "Effective Price" of Additional Shares of Common Stock shall mean the quotient determined by dividing the aggregate consideration received, or deemed to have been received by this Corporation for such issue under this Article IV.B.4(j), for such Additional Shares of Common Stock, by the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by this Corporation under this Article IV.B.4(j).

(k) Certificate of Adjustment. Upon the request of any holder of shares of Preferred Stock, and in each case of an adjustment or readjustment of the Conversion Price for any share of Preferred Stock pursuant to this Article IV.B.4, this Corporation, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment and shall mail such certificate, by first-class mail, postage prepaid, to each registered holder of such share of the applicable Preferred Stock at the holder's address as shown in this Corporation's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based.

(l) Notices of Record Date. Upon: (i) any taking by this Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution; or (ii) any Acquisition or other capital reorganization of this Corporation, any reclassification or recapitalization of the capital stock of this Corporation, any merger or consolidation of this Corporation with or into any other corporation, any Asset Transfer, or any voluntary or involuntary dissolution, liquidation or winding up of this Corporation, this Corporation shall mail a notice to each holder of Preferred Stock, at least fifteen (15) business days prior to, and specifying the earliest of: (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution; (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective; and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(m) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of any shares of Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, this Corporation shall, in lieu of issuing any fractional share, pay cash in an amount equal to the product of such fraction multiplied by the fair market value of a share of Common Stock, as determined in good faith by the Board of Directors, on the date of conversion.

(n) Reservation of Stock Issuable Upon Conversion. This Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then-outstanding shares of Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then-outstanding shares of Preferred Stock, the Corporation will take such corporate action as is, in the opinion of its counsel, necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(o) Notices. Any notice required by the provisions of this Article IV.B.4 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by electronic mail or confirmed facsimile, if sent during normal business hours of the recipient or, if not, then on the next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of this Corporation.

(p) Payment of Taxes. This Corporation will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Preferred Stock, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which such shares of Preferred Stock so converted were registered.

(q) No Impairment. This Corporation will not, without the appropriate vote of the stockholders under the General Corporation Law or Section 6 of this Article IV(B), by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

(r) Waiver of Adjustment to Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of the holders of at least a majority of the outstanding shares of such series of Preferred Stock (each voting as a separate class); provided, however, that any amendment to the Series C Conversion Price shall require the consent or vote of the holders of at least 66.67% of the then outstanding shares of Series C Preferred Stock, voting as a separate class. Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

5. Voting Rights.

(a) General Rights. Except as otherwise provided herein or as required by law, shares of Preferred Stock shall be voted together with the shares of the Common Stock of the Corporation and not as a separate class, at any annual or special meeting of stockholders of this Corporation, and may act by written consent in the same manner as the Common Stock. In the event of any such vote or action by written consent, each holder of shares of Preferred Stock shall be entitled to that number of votes equal to the whole number of shares of Common Stock into which such holder's aggregate number of shares of Preferred Stock are convertible (pursuant to Article IV.B.4 hereof) as of the close of business on the record date fixed for such vote or the effective date of such written consent. Any fractional shares shall be disregarded for purposes of such voting rights.

(b) Election of Directors.

(i) The size of the Board of Directors shall be nine (9) persons.

(ii) So long as any shares of Series A-1 Preferred Stock are outstanding, the holders of Series A-1 Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board of Directors (the "Series A-1 Director") at each meeting or pursuant to each consent of this Corporation's stockholders for the election of directors. So long as holders of outstanding Series B Preferred Stock hold at least nine percent (9%) of the outstanding shares of Common Stock on a fully diluted and as-converted basis, holders of outstanding Series B Preferred Stock shall be entitled to elect one (1) member of the Board of Directors (the "Series B Director") at each meeting or pursuant to each consent of this Corporation's stockholders for the election of directors. So long as any shares of Series C Preferred Stock remain outstanding, the holders of Series C Preferred Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board of Directors (each, a "Series C Director" and together, the "Series C Directors") at each meeting or pursuant to each consent of this Corporation's stockholders for the election of directors. So long as at least twenty percent (20%) of the shares of Series D Preferred Stock originally issued on March 26, 2020 are outstanding, the holders of Series D Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board of Directors (the "Series D Director") at each meeting or pursuant to each consent of this Corporation's stockholders for the election of directors. So long as at least twenty percent (20%) of shares of Series E Preferred Stock originally issued on September 30, 2022 are outstanding, the holders of Series E Preferred Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board of Directors (the "Series E Directors") at each meeting or pursuant to each consent of this Corporation's stockholders for the election of directors. The Series A-1 Director, the Series B Director, the Series C Directors, the Series D Director and the Series E Directors are together referred to as the "Preferred Directors." The holders of Common Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board of Directors at each meeting or pursuant to each consent of this Corporation's stockholders for the election of directors. The holders of a majority in voting power of the Preferred Stock and the Common Stock, voting as a single class on an as-converted to Common Stock basis, shall be entitled to elect the remaining members of the Board of Directors at each meeting or pursuant to each consent of this Corporation's stockholders for the election of directors. Any directors elected as provided in this Article IV.B.5(b)(ii) may be removed, and any vacancy or vacancies caused by the resignation, death or removal of such directors may be filled, by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors hereunder.

(iii) To the extent that Section 2115 of the California General Corporation Law makes Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law applicable to the Corporation, the Corporation's stockholders shall have the right to cumulate their votes in connection with the election of directors as provided by Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law.

Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the General Corporation Law, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Certificate of Incorporation, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the holders of shares of such class or series may override the Board of Directors' action to fill such vacancy by (i) voting for their own designee to fill such vacancy at a meeting of this Corporation's stockholders or (ii) written consent, if the consenting stockholders hold a sufficient number of shares to elect their designee at a meeting of the stockholders. Any director may be removed during his or her term of office, either with or without cause, by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to written consent.

6. Preferred Stock Protective Provisions. So long as any shares of Preferred Stock are outstanding, this Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the Requisite Holders:

(a) alter or change, whether by merger, consolidation, conversion or otherwise, the rights, preferences or privileges of the shares of Preferred Stock so as to affect adversely such shares;

(b) increase or decrease the aggregate number of authorized shares of any class or series of the capital stock of the Corporation;

(c) amend or waive any provision of this Certificate of Incorporation or the Bylaws of the Corporation;

(d) authorize or issue, or obligate itself to issue, whether by merger, consolidation, conversion or otherwise, any equity security, including any other security convertible into or exercisable for any equity security, other than any shares of Common Stock (or options or rights to purchase shares of Common Stock) issued on or after the Filing Date to employees, officers or directors of, or consultants or advisors to, this Corporation pursuant to current stock purchase plans or current stock option plans, or pursuant to similar plans that are approved by the Requisite Holders pursuant to Article IV.B.6(p);

(e) incur aggregate indebtedness in excess of $250,000;

(f) effect any reclassification or recapitalization of the Preferred Stock;

(g) effect a Liquidation Event;

(h) effect any consolidation, conversion or merger of this Corporation with or into any other corporation or other entity or person, share transfer or any other corporate reorganization, in which the stockholders of this Corporation immediately prior to such consolidation, conversion, merger or reorganization, own less than 50% of this Corporation's voting power immediately after such consolidation, conversion, merger or reorganization (excluding any merger effected exclusively for the purpose of changing the domicile of the Corporation and any transaction or series of related transactions the sole purpose of which is to create a holding company that is owned in substantially the same proportions by the persons who held the Corporation's securities immediately prior to such transaction or series of related transactions) (an "Acquisition");

(i) effect any sale, lease, license, transfer or other disposition, in a single transaction or a series of related transactions, of all or substantially all of the assets, technology or intellectual property of this Corporation, other than non-exclusive licenses granted in the ordinary course of this Corporation's business, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of this Corporation if substantially all the assets of this Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of this Corporation (an "Asset Transfer");

(j) increase or decrease the authorized number of directors of the Corporation;

(k) declare or pay dividends or make other distributions on the capital stock of the Corporation;

(l) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to (i) the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for this Corporation or any subsidiary pursuant to agreements under which this Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment or other provision of services to the Corporation or (ii) the redemption of any share or shares of Preferred Stock in accordance with Article IV.B.3;

(m) do any act or thing which would result in taxation of the holders of shares of the Preferred Stock under Section 305 of the Internal Revenue Code of 1986, as amended (or any comparable provision of the Internal Revenue Code as hereafter from time to time amended);

(n) incur any indebtedness in excess of US$100,000 individually, or in the event of indebtedness individually less than US$100,000, in excess of US$250,000 in the aggregate;

(o) consummate a public offering pursuant to a registration statement under the Act or otherwise become subject to the periodic reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended;

(p) adopt or amend, or increase or decrease the aggregate number of shares of Common Stock reserved for issuance pursuant to, any stock option plans or restricted stock purchase plans;

(q) (i) materially change the principal business of this Corporation from the business in which this Corporation is engaged on the date of filing of this Restated Certificate of Incorporation, (ii) enter into a material new line of business in which this Corporation is not engaged on the date of filing of this Certificate of Incorporation, or (iii) cease any material line of business in which the Corporation is engaged on the date of filing of this Certificate of Incorporation;

(r) form any subsidiary (except for a wholly-owned subsidiary), joint venture, partnership or similar business entity or make loans to or investments in any such entity;

(s) enter into any related party transactions, except as those disclosed in the Series F Stock Purchase Agreement or any schedule attached thereto;

(t) allow any subsidiary of the Corporation to issue shares of capital stock of such subsidiary other than to the Corporation;

(u) acquire a material amount of assets through a merger or purchase of all or substantially all of the assets or capital stock of another entity;

(v) amend this Article IV.B.6; or

(w) cause any entity over which the Corporation has, directly or indirectly, a majority of the voting power to take any of the actions set forth in this Article IV.B.6.

For purposes of this Section 6 and Section 7 below, the term conversion refers to the conversion of the Corporation into a different entity type pursuant to Section 266 of the General Corporation Law.

7. Series E Preferred Stock Protective Provisions. So long as any shares of Series E Preferred Stock are outstanding, this Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the Series E Majority:

(a) increase or decrease the aggregate number of authorized shares of Series E Preferred Stock;

(b) amend or waive the final proviso in Article IV.B.2(f) hereof with respect to the Series E Preferred Stock; or

(c) amend this Article IV.B.7.

8. Series F Preferred Stock Protective Provisions. So long as any shares of Series F Preferred Stock are outstanding, this Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the Series F Majority:

(a) increase or decrease the aggregate number of authorized shares of Series F Preferred Stock;

(b) amend or waive the second-to-final proviso in Article IV.B.2(f) hereof with respect to the Series F Preferred Stock; or

(c) amend this Article IV.B.8.

9. Status of Redeemed or Converted Stock. In the event any shares of the Preferred Stock shall be redeemed or converted pursuant to Article IV.B.3 or Article IV.B.4, the shares so redeemed or converted shall be cancelled and shall not be issuable by this Corporation. This Certificate of Incorporation shall be appropriately amended to effect the corresponding reduction in this Corporation's authorized capital stock.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV.C.

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of this Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon a Liquidation Event, the assets of this Corporation shall be distributed as provided in Article IV.B.2.

3. Redemption. Neither the Corporation nor the holders of Common Stock shall have the unilateral right to call or redeem or cause to have called or redeemed any shares of Common Stock.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment

to the Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the General Corporation Law. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of this Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

ARTICLE V.

Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of this Corporation.

ARTICLE VI.

Subject to the requirements of Section 5 of Article IV(B) hereof, the number of directors of this Corporation shall be determined in the manner set forth in the Bylaws of this Corporation.

ARTICLE VII.

Elections of directors need not be by written ballot unless the Bylaws of this Corporation shall so provide.

ARTICLE VIII.

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of this Corporation may provide. The books of this Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of this Corporation.

ARTICLE IX.

To the fullest extent permitted by law, a director or officer of this Corporation shall not be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer. If the General Corporation Law is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of this Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any amendment, repeal or modification of the foregoing provisions of this Article IX by the stockholders of this Corporation shall not adversely affect any right or protection of a director or officer of this Corporation existing at the time of, or increase the liability of any director or officer of this Corporation with respect to any acts or omissions of such director or officer occurring prior to, such amendment, repeal or modification.

ARTICLE X.

This corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and, subject to the requirements of Section 6 of Article IV(B) hereof, all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI.

To the fullest extent permitted by applicable law, this Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and agents of this Corporation (and any other persons to which General Corporation Law permits this Corporation to provide indemnification) through Bylaw provisions, agreements with such persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection of a director, officer, employee, agent or other person existing at the time of, or increase the liability of any such person with respect to any acts or omissions of such person occurring prior to, such amendment, repeal or modification.

ARTICLE XII.

This Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of this Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of this Corporation who is not an employee of this Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee, affiliate or agent of any such holder, other than someone who is an employee of this Corporation or any of its subsidiaries (collectively, the persons referred to in clauses (i) and (ii) are "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of this Corporation while such Covered Person is performing services in such capacity. Any repeal or modification of this Article XII will only be prospective and will not affect the rights under this Article XII in effect at the time of the occurrence of any actions or omissions to act giving rise to liability. Notwithstanding anything to the contrary contained elsewhere in this Amended and Restated Certificate of Incorporation, the affirmative vote of the Requisite Holders will be required to amend or repeal, or to adopt any provisions inconsistent with this Article XII.

ARTICLE XIII.

In connection with repurchases by this Corporation of its Common Stock from employees, officers, directors, advisors, consultants or other persons performing services for this Corporation or any subsidiary pursuant to agreements under which this Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, Section 500 of the California Corporations Code shall not apply in all or in part with respect to such repurchases. In the case of any such repurchases, distributions by the corporation may be made without regard to the "preferential dividends arrears amount" or any "preferential rights amount," as such terms are defined in Section 500(b) of the California Corporations Code.

ARTICLE XIV.

A. Forum Selection. Unless this Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of this Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of this Corporation to this Corporation or this Corporation's stockholders, (iii) any action arising pursuant to any provision of the General Corporation Law or this Certificate of Incorporation or the Bylaws (as either may be amended from time to time), or (iv) any action asserting a claim governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten (10) days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of this Corporation shall be deemed to have notice of and consented to the provisions of this Article XIV.

B. Personal Jurisdiction. If any action the subject matter of which is within the scope of Article XIV(A) is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Article XIV(A) (an "FSC Enforcement Action") and (ii) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

C. Savings. If any provision or provisions of this Article XIV shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XIV (including, without limitation, each portion of any sentence of this Article XIV containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

* * *

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 27th day of July, 2023.

/s/ Arthur Kuan

Arthur Kuan, Chief Executive Officer

Exhibit 3.2

AMENDED AND RESTATED

BYLAWS OF

COLD GENESYS, INC.

(A DELAWARE CORPORATION)

TABLE OF CONTENTS

AMENDED AND RESTATED BYLAWS
OF
COLD GENESYS, INC.

ARTICLE I
OFFICES

1.1 **Registered Office**. The registered office shall be in the City of Dover, County of Kent, State of Delaware.

1.2 **Offices**. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

2.1 **Location**. All meetings of the stockholders for the election of directors shall be held in the City of Santa Ana, State of California, at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting; provided, however, that the Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211 of the Delaware General Corporations Law ("DGCL"). Meetings of stockholders for any other purpose may be held at such time and place, if any, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or a waiver by electronic transmission by the person entitled to notice.

2.2 **Timing**. Annual meetings of stockholders, commencing with the year 2017, shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

2.3 **Notice of Meeting**. Written notice of any stockholder meeting stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given to each stockholder entitled to vote at such meeting not fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

2.4 **Stockholders' Records**. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address (but not the electronic address or other electronic contact information) of each stockholder and the number of shares registered in the name of each stockholder. Such list

shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

2.5 **Special Meetings**. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the Chief Executive Officer and shall be called by the Chief Executive Officer or secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning at least fifty percent (50%) in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

2.6 **Notice of Meeting**. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not fewer than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting. The means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting shall also be provided in the notice.

2.7 **Business Transacted at Special Meeting**. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

2.8 **Quorum; Meeting Adjournment; Presence by Remote Means**.

(a) *Quorum; Meeting Adjournment*. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) *Presence by Remote Means*. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(1) participate in a meeting of stockholders; and

(2) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

2.9 **Voting Thresholds**. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

2.10 **Number of Votes Per Share**. Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote by such stockholder or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

2.11 **Action by Written Consent of Stockholders; Electronic Consent; Notice of Action**.

(a) *Action by Written Consent of Stockholders*. Unless otherwise provided by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken, is signed in a manner permitted by law by the holders of outstanding stock having not less than the number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Written stockholder consents shall bear the date of signature of each stockholder who signs the consent in the manner permitted by law and shall be delivered to the corporation as provided in subsection (b) below. No written consent shall be effective to take the action set forth therein unless, within sixty (60) days of the earliest dated consent delivered to the corporation in the manner provided above, written consents signed by a sufficient number of stockholders to take the action set forth therein are delivered to the corporation in the manner provided above.

(b) *Electronic Consent*. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (1) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (2) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board of Directors of the corporation.

(c) *Notice of Action*. Prompt notice of any action taken pursuant to this Section 2.11 shall be provided to the stockholders in accordance with Section 228(e) of the DGCL.

ARTICLE III
DIRECTORS

3.1 **Authorized Directors**. The number of directors that shall constitute the whole Board of Directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting of the stockholders, except as provided in Section 3.2 of this Article, and each director elected shall hold office until his or her successor is elected and qualified. Directors need not be stockholders.

3.2 **Vacancies**. Unless otherwise provided in the corporation's certificate of incorporation, as it may be amended, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board of Directors (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

3.3 **Board Authority**. The business of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

3.4 **Location of Meetings**. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

3.5 **First Meeting**. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

3.6 **Regular Meetings**. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

3.7 **Special Meetings**. Special meetings of the Board of Directors may be called by the Chief Executive Officer upon notice to each director; special meetings shall be called by the Chief Executive Officer or secretary in like manner and on like notice on the written request of two (2) directors unless the Board of Directors consists of only one director, in which case special meetings shall be called by the Chief Executive Officer or secretary in like manner and on like notice on the written request of the sole director. Notice of any special meeting shall be given to each director at his or her business or residence in writing, or by telegram, facsimile transmission, telephone communication or electronic transmission (provided, with respect to electronic transmission, that the director has consented to receive the form of transmission at the address to which it is directed). If mailed, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five (5) days before such meeting. If by telegram, such notice shall be deemed adequately delivered when the telegram is delivered to the telegraph company at least twenty-four (24) hours before such meeting. If by facsimile transmission or other electronic transmission, such notice shall be transmitted at least twenty-four (24) hours before such meeting. If by telephone, the notice shall be given at least twelve (12) hours prior to the time set for the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting, except for amendments to these Amended and Restated Bylaws as provided under Section 8.1 of Article VIII hereof. A meeting may be held at any time without notice if all the directors are present (except as otherwise provided by law) or if those not present waive notice of the meeting in writing, either before or after such meeting.

3.8 **Quorum**. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and any act of a majority of the directors present at any meeting at which there is a quorum shall be an act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.9 **Action Without a Meeting**. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing, writings, electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

3.10 **Telephonic Meetings**. Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or any committee, by means of conference telephone or other means of communication by which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

3.11 **Committees**. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval or (ii) adopting, amending or repealing any provision of these bylaws.

3.12 **Minutes of Meetings**. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

3.13 **Compensation of Directors**. Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

3.14 **Removal of Directors**. Unless otherwise provided by the certificate of incorporation or these bylaws, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV
NOTICES

4.1 **Notice**. Unless otherwise provided in these bylaws, whenever, under the provisions of the statutes or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his or her address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

4.2 **Waiver of Notice**. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

4.3 **Electronic Notice**.

(a) *Electronic Transmission*. Without limiting the manner by which notice otherwise may be given effectively to stockholders and directors, any notice to stockholders or directors given by the corporation under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder or director to whom the notice is given. Any such consent shall be revocable by the stockholder or director by written notice to the corporation. Any such consent shall be deemed revoked if (1) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(b) *Effective Date of Notice*. Notice given pursuant to subsection (a) of this section shall be deemed given: (1) if by facsimile telecommunication, when directed to a number at which the stockholder or director has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder or director has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the stockholder or director of such specific posting, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder or director. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) *Form of Electronic Transmission*. For purposes of these bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

ARTICLE V
OFFICERS

5.1 **Required and Permitted Officers**. The officers of the corporation shall be chosen by the Board of Directors and shall be a Chief Executive Officer and/or a president, a treasurer and a secretary. The Board of Directors may elect from among its members a Chairman of the Board and a Vice-Chairman of the Board. The Board of Directors may also choose one or more vice-presidents, assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

5.2 **Appointment of Required Officers**. The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a Chief Executive Officer and/or a president, a treasurer, and a secretary and may choose vice-presidents.

5.3 **Appointment of Permitted Officers**. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

5.4 **Officer Compensation**. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

5.5 **Term of Office; Vacancies**. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

THE CHAIRMAN OF THE BOARD

5.6 **Chairman Presides**. Unless the Board of Directors appoints a Chairman of the Board, the Chief Executive Officer shall be the Chairman of the Board, so long as the Chief Executive Officer is a director of the corporation. The Chairman of the Board shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present. He or she shall have and may exercise such powers as are, from time to time, assigned to him or her by the Board of Directors and as may be provided by law.

5.7 **Absence of Chairman**. In the absence of the Chairman of the Board, the Vice-Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present. He or she shall have and may exercise such powers as are, from time to time, assigned to him or her by the Board of Directors and as may be provided by law.

THE CHIEF EXECUTIVE OFFICER

5.8 **Powers of Chief Executive Officer**. The Chief Executive Officer shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

5.9 **Chief Executive Officer's Signature Authority**. The Chief Executive Officer shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation. The Chief Executive Officer may sign certificates for shares of stock of the corporation.

5.10 **Absence of Chief Executive Officer**. In the absence of the Chief Executive Officer or in the event of his or her inability or refusal to act, the president shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

THE PRESIDENT AND VICE-PRESIDENTS

5.11 **Powers of President**. Unless the Board of Directors appoints a president of the corporation, the Chief Executive Officer shall be the president of the corporation. The president of the corporation shall have such powers as required by law and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.12 **Absence of President**. In the absence of the president or in the event of his or her inability or refusal to act, the vice-president, if any, (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

5.13 **Duties of Secretary**. The secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer, under whose supervision he or she shall be. He or she shall have custody of the corporate

seal of the corporation and he or she, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature.

5.14 **Duties of Assistant Secretary**. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

5.15 **Duties of Treasurer**. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

5.16 **Disbursements and Financial Reports**. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all his or her transactions as treasurer and of the financial condition of the corporation.

5.17 **Treasurer's Bond**. If required by the Board of Directors, the treasurer shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the corporation.

5.18 **Duties of Assistant Treasurer**. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of the treasurer's inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI
CERTIFICATE OF STOCK

6.1 **Stock Certificates**. Every holder of stock in the corporation shall be entitled to have a certificate, signed by or in the name of the corporation by, the Chairman or Vice-Chairman of the Board of Directors, or the president or a vice-president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him or her in the corporation.

Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

6.2 **Facsimile Signatures**. Any or all of the signatures on the certificate may be facsimile. In the event that any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, the certificate may be issued by the corporation with the same effect as if such officer, transfer agent or registrar were still acting as such at the date of issue.

6.3 **Lost Certificates**. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance, require the owner of such lost, stolen or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

6.4 **Transfer of Stock**. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

6.5 **Fixing a Record Date**. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any

rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

6.6 **Registered Stockholders**. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, to vote as such owner, to hold liable for calls and assessments a person registered on its books as the owner of shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII
GENERAL PROVISIONS

7.1 **Dividends**. Dividends upon the capital stock of the corporation, if any, subject to the provisions of the certificate of incorporation, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

7.2 **Reserve for Dividends**. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their sole discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purposes as the directors think conducive to the interests of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

7.3 **Checks**. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

7.4 **Fiscal Year**. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

7.5 **Corporate Seal**. The Board of Directors may adopt a corporate seal having inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

7.6 **Indemnification**. The corporation shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented from time to time, indemnify any director made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being a director of the corporation or a predecessor corporation or a director or officer of another corporation, if

such person served in such position at the request of the corporation; provided, however, that the corporation shall indemnify any such director or officer in connection with a proceeding initiated by such director or officer only if such proceeding was authorized by the Board of Directors of the corporation. The indemnification provided for in this Section 7.6 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under these bylaws, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a director, and (iii) inure to the benefit of the heirs, executors and administrators of a person who has ceased to be a director. The corporation's obligation to provide indemnification under this Section 7.6 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the corporation or any other person.

Expenses incurred by a director of the corporation in defending a civil or criminal action, suit or proceeding by reason of the fact that he or she is or was a director of the corporation (or was serving at the corporation's request as a director or officer of another corporation) shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized by relevant sections of the DGCL. Notwithstanding the foregoing, the corporation shall not be required to advance such expenses to an agent who is a party to an action, suit or proceeding brought by the corporation and approved by a majority of the Board of Directors of the corporation that alleges willful misappropriation of corporate assets by such agent, disclosure of confidential information in violation of such agent's fiduciary or contractual obligations to the corporation or any other willful and deliberate breach in bad faith of such agent's duty to the corporation or its stockholders.

The foregoing provisions of this Section 7.6 shall be deemed to be a contract between the corporation and each director who serves in such capacity at any time while this bylaw is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

The Board of Directors in its sole discretion shall have power on behalf of the corporation to indemnify any person, other than a director, made a party to any action, suit or proceeding by reason of the fact that he or she, his or her testator or intestate, is or was an officer or employee of the corporation.

To assure indemnification under this Section 7.6 of all directors, officers and employees who are determined by the corporation or otherwise to be or to have been "fiduciaries" of any employee benefit plan of the corporation that may exist from time to time, Section 145 of the DGCL shall, for the purposes of this Section 7.6, be interpreted as follows: an "other enterprise" shall be deemed to include such an employee benefit plan, including without limitation, any plan of the corporation that is governed by the Act of Congress entitled "Employee Retirement Income Security Act of 1974," as amended from time to time; the corporation shall be deemed to have requested a person to serve the corporation for purposes of Section 145 of the DGCL, as administrator of an employee benefit plan where the performance by such person of his or her duties to the corporation also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan; excise taxes assessed on a person with respect to an employee benefit plan pursuant to such Act of Congress shall be deemed "fines."

CERTIFICATE OF INCORPORATION GOVERNS

7.7 **Conflicts with Certificate of Incorporation**. In the event of any conflict between the provisions of the corporation's certificate of incorporation and these bylaws, the provisions of the certificate of incorporation shall govern.

ARTICLE VIII
AMENDMENTS

8.1 These bylaws may be altered, amended or repealed, or new bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the certificate of incorporation at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal bylaws is conferred upon the Board of Directors by the certificate of incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws.

ARTICLE IX
RESTRICTIONS ON TRANSFER

9.1 In addition to any other restrictions on transfer created by law or contract with any stockholder, no stockholder shall sell, assign, pledge, or in any manner transfer any of the shares of Common Stock of the corporation or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise ("Transfer"), except by a Transfer which meets the requirements hereinafter set forth in this Article IX:

(a) *Notice of Proposed Transfer*. If the stockholder desires to sell or otherwise Transfer any of his or her shares of Common Stock, then the stockholder shall first give written notice thereof to the corporation. The notice shall name the proposed transferee and state the number of shares to be transferred, the proposed consideration and all other terms and conditions of the proposed Transfer.

(b) *No Transfers Without Consent*. Subject to this Article IX, no stockholder may Transfer shares of Common Stock of the corporation without the approval of the Board of Directors or any committee provided with the power and authority in a resolution of the Board of Directors to consent to such Transfer thereof. In the case of any Transfer consented to by the corporation, the transferee, assignee or other recipient shall receive and hold such stock subject to the provisions of this bylaw, and there shall be no further Transfer of such shares except in accord with this bylaw.

(c) *Corporate Option to Purchase*. In addition to and without limiting the effect of subsection (b) above, for fifteen (15) days following receipt of such notice, the corporation shall have the option to purchase all or any part of the shares specified in the notice at the price and upon the terms set forth in such notice. In the event the corporation elects to purchase all the shares, it shall give written notice to the selling stockholder of its election and settlement for said shares shall be made as provided below in paragraph (e).

(d) The corporation may assign its rights hereunder.

(e) *Closing of Corporate Purchase*. In the event the corporation elects to acquire any of the shares of the selling stockholder as specified in said selling stockholder's notice, the corporation shall so notify the selling stockholder and settlement thereof shall be made in cash within thirty (30) days after the corporation receives said selling stockholder's notice; provided that if the terms of payment set forth in said selling stockholder's notice were other than cash against delivery, the corporation shall pay for said shares on the same terms and conditions set forth in said selling stockholder's notice.

(f) *Sale by Selling Stockholder*. In the event the corporation does not elect to acquire all of the shares specified in the selling stockholder's notice, said selling stockholder may, within the sixty (60) day period following the expiration of the option rights granted to the corporation, sell elsewhere the shares specified in said selling stockholder's notice which were not acquired by the corporation, in accordance with the provisions of paragraph (e) of this Section 9.1, provided that said sale shall not be on terms and conditions more favorable to the purchaser than those contained in said selling stockholder's notice. All shares so sold by said selling stockholder shall continue to be subject to the provisions of this bylaw in the same manner as before said Transfer.

(g) *Permitted Transactions*. Anything to the contrary contained herein notwithstanding, the following transactions shall be exempt from the provisions of this bylaw:

(1) A Transfer of shares of Common Stock of the corporation issued upon conversion of shares of any series of Preferred Stock of the corporation;

(2) A stockholder's Transfer of any or all shares held either during such stockholder's lifetime or on death by will or intestacy to such stockholder's immediate family or to any custodian or trustee for the account of such stockholder or such stockholder's immediate family. "Immediate family" as used herein shall mean spouse, lineal descendant, father, mother, brother, or sister of the stockholder making such Transfer;

(3) A stockholder's bona fide pledge or mortgage of any shares with a commercial lending institution, provided that any subsequent Transfer of said shares by said institution shall be conducted in the manner set forth in this bylaw;

(4) A stockholder's Transfer of any or all of such stockholder's shares to the corporation;

(5) A corporate stockholder's Transfer of any or all of its shares pursuant to and in accordance with the terms of any merger, consolidation, reclassification of shares or capital reorganization of the corporate stockholder or pursuant to a sale of all or substantially all of the stock or assets of a corporate stockholder;

(6) An entity stockholder's Transfer of any or all of its shares to any or all of its (i) equity holders if such Transfer constitutes a distribution by the stockholder entity or (ii) a partner, member or affiliate (defined as a person or entity controlling, controlled by or under common control) of such stockholder entity; or

(7) A Transfer by a stockholder which is a limited or general partnership to any or all of its partners or former partners.

In any such case, the transferee, assignee or other recipient shall receive and hold such stock subject to the provisions of this bylaw, and there shall be no further Transfer of such stock except in accord with this bylaw.

(h) *Waiver of Restrictions on Transfer*. The provisions of this bylaw may be waived with respect to any Transfer by the corporation upon duly authorized action of the Board of Directors or any committee provided with the power and authority in a resolution of the Board of Directors, including consent of the Series C Director, as such term is defined in the Restated Certificate of Incorporation of the corporation (as amended and/or restated from time to time), or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation (excluding the votes represented by those shares to be transferred by the transferring stockholder), to waive such restrictions on Transfers. This bylaw may be amended or repealed by a duly authorized action of the Board of Directors (including consent of the Series C Director) or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation.

(i) *Void Transfers*. Any sale or Transfer, or purported sale or Transfer, of securities of the corporation shall be null and void ab initio unless the terms, conditions and provisions of this bylaw are strictly observed and followed.

(j) *Termination of Restrictions on Transfer*. The foregoing restrictions on Transfer contained in this Article IX shall terminate on either of the following dates, whichever shall first occur:

(1) the closing of a Liquidation Event, as such term is defined in the Restated Certificate of Incorporation of the corporation (as amended and/or restated from time to time); or

(2) the first sale of Common Stock of the corporation to the general public pursuant to a registration statement filed with and declared effective by the U.S. Securities and Exchange Commission under the Securities Act of 1933, as amended.

(k) *Legends*. The certificates representing shares of stock of the corporation shall bear on their face the following legend so long as the foregoing restrictions on transfer remain in effect:

"THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE BYLAWS OF THE CORPORATION, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE CORPORATION."

ARTICLE X
LOANS TO OFFICERS

10.1 The corporation may lend money to, or guarantee any obligation of or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

ARTICLE XI
RECORDS AND REPORTS

11.1 The application and requirements of Section 1501 of the California General Corporation Law are hereby expressly waived to the fullest extent permitted thereunder

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CERTIFICATE OF SECRETARY OF

COLD GENESYS, INC.

The undersigned, **Arthur Kuan**, hereby certifies that they are the duly elected and acting Secretary of **Cold Genesys, Inc.**, a Delaware corporation (the "Corporation"), and that the Amended and Restated Bylaws attached hereto constitute the bylaws of said Corporation as duly adopted by Action by Written Consent of the Board of Directors on December 5, 2017.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed their name this December 5, 2017.

/s/ Arthur Kuan

Arthur Kuan, Secretary

CG ONCOLOGY, INC.

AMENDED AND RESTATED

INVESTORS' RIGHTS AGREEMENT

DATED: July 28, 2023

CG ONCOLOGY, INC.

AMENDED AND RESTATED

INVESTORS' RIGHTS AGREEMENT

THIS AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT (this "Agreement") is made as of July 28, 2023 by and among **CG ONCOLOGY, INC.**, a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto (each an "Investor" and collectively the "Investors").

RECITALS

WHEREAS, certain of the Investors (the "Existing Investors") hold shares of Series A-1 Preferred Stock of the Company (the "Series A-1 Preferred Stock"), shares of Series B Preferred Stock of the Company (the "Series B Preferred Stock"), shares of Series C Preferred Stock of the Company (the "Series C Preferred Stock"), shares of Series D Preferred stock of the Company (the "Series D Preferred Stock"), shares of Series E Preferred stock of the Company (the "Series E Preferred Stock") and/or shares of Common Stock of the Company (the "Common Stock") issued upon conversion thereof and possess registration rights, information rights, rights of first offer and other rights pursuant to that certain Amended and Restated Investors' Rights Agreement dated as of September 30, 2022 by and among the Company and such Existing Investors (the "Prior Agreement");

WHEREAS, the Prior Agreement may be amended, and any provision therein waived, with the consent of the Company and the holders of at least 75% of the Registrable Securities then outstanding (as such term is defined in the Prior Agreement);

WHEREAS, the Existing Investors as holders of at least 75% of the Registrable Securities outstanding desire to terminate the Prior Agreement and to accept the rights created pursuant hereto in lieu of the rights granted to them under the Prior Agreement; and

WHEREAS, certain Investors are parties to that certain Series F Preferred Stock Purchase Agreement of even date herewith by and among the Company and certain of the Investors (the "Series F Stock Purchase Agreement"), which provides that as a condition to the closing of the sale of the Series F Preferred Stock of the Company (the "Series F Preferred Stock" and collectively with the Series A-1 Preferred Stock, Series B Preferred Stock, the Series C Preferred Stock, Series D Preferred Stock and the Series E Preferred Stock, the "Preferred Stock"), this Agreement must be executed and delivered by such Investors, Existing Investors holding at least 75% of the Registrable Securities outstanding, and the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Company and the Existing Investors hereby agree that the Prior Agreement shall be superseded and replaced in its entirety by this Agreement, and the parties hereto further agree as follows:

1. Registration Rights. The Company covenants and agrees as follows:

1.1 Definitions. For purposes of this Section 1:

(a) The term "Act" means the Securities Act of 1933, as amended.

(b) The term "Form S-3" means such form under the Act as in effect on the date hereof or any registration form under the Act subsequently adopted by the SEC that permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(c) The term "Holder" means any person owning or having the right to acquire Registrable Securities or any assignee thereof in accordance with Section 1.11 hereof.

(d) The term "Initial Public Offering" means the first firm commitment underwritten public offering of securities of the Company pursuant to an effective registration statement under the Act (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to a stock option, stock purchase or similar plan or an SEC Rule 145 transaction).

(e) The term "1934 Act" means the Securities Exchange Act of 1934, as amended.

(f) The term "register," "registered," and "registration" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Act, and the declaration or ordering of effectiveness of such registration statement or document.

(g) The term "Registrable Securities" means the Common Stock issuable or issued upon conversion of the Company's Preferred Stock and any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, the shares referenced above, excluding in all cases, however, any Registrable Securities sold by a person (x) in a transaction in which his, her or its rights under this Section 1 are not assigned, (y) pursuant to a registration statement under the Act that has been declared effective and such Registrable Securities have been disposed of pursuant to such effective registration statement, or (z) in a transaction in which such Registrable Securities are sold pursuant to Rule 144 (or any similar provision then in force) under the Act.

(h) The number of shares of "Registrable Securities then outstanding" shall be determined by the number of shares of Common Stock outstanding that are, and the number of shares of Common Stock issuable pursuant to then exercisable or convertible securities that are, Registrable Securities.

(i) The term "Restated Certificate" shall mean the Company's current Amended and Restated Certificate of Incorporation, as duly filed with the Delaware Secretary of State.

(j) The term "SEC" shall mean the Securities and Exchange Commission.

1.2 Request for Registration.

(a) Subject to the conditions of this Section 1.2, if the Company shall receive at any time after the earlier of (i) five (5) years after the date of this Agreement or (ii) six (6) months after the effective date of the Initial Public Offering, a written request from the Holders of twenty-five percent (25%) or more of the Registrable Securities then outstanding (the "Initiating Holders") that the Company file a registration statement under the Act covering the registration of Registrable Securities, then the Company shall, within twenty (20) days of the receipt thereof, give written notice of such request to all Holders, and subject to the limitations of this Section 1.2, use best efforts to effect, as soon as practicable, the registration under the Act of all Registrable Securities that the Holders request to be registered in a written request received by the Company within twenty (20) days of the mailing of the Company's notice pursuant to this Section 1.2(a).

(b) If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 1.2 and the Company shall include such information in the written notice referred to in this Section 1.2(a). In such event the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by a majority in interest of the Initiating Holders. Notwithstanding any other provision of this Section 1.2, if the underwriter advises the Company that marketing factors require a limitation of the number of securities underwritten (including Registrable Securities), then the Company shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Holders of such Registrable Securities on a pro rata basis (as nearly as practicable) based on the number of Registrable Securities held by all such Holders (including the Initiating Holders), provided that no Registrable Securities shall be excluded unless and until all other securities of the Company have been excluded; and provided further that at least 33% of the Registrable Securities requested to be included in such underwriting are in fact so included. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) In addition, the Company shall not be required to effect a registration pursuant to this Section 1.2:

(i) after the Company has effected three (3) registrations pursuant to this Section 1.2, and such registrations have been declared or ordered effective;

(ii) If the Company has effected a registration pursuant to this Section 1.2 within the preceding twelve (12) months, and such registration has been declared or ordered effective;

(iii) If the Initiating Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration statement, propose to sell Registrable Securities and such other securities (if any) and the aggregate proceeds of which (after deduction for underwriter's discounts and expenses related to the issuance) are less than US$5,000,000;

(iv) during the period starting with the date sixty (60) says prior to the Company's good faith estimate of the date of filing of, and ending on a date one hundred eighty (180) days following the effective date of, a Company-initiated registration subject to Section 1.3, provided that the Company is actively employing in good faith all reasonable efforts to cause such registration statement to become effective;

(v) if the Initiating Holders propose to dispose of Registrable Securities that may be registered on Form S-3 pursuant to Section 1.4;

(vi) if the Company shall furnish to Holders requesting a registration pursuant to this Section 1.2, a certificate signed by the Company's Chief Executive Officer or Chairman of the Board stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its stockholders for such registration to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders, provided that such right to delay a request shall be exercised by the Company not more than once in any twelve (12)-month period and provided further, that the Company shall not register any other of its shares during such ninety (90) days; or

(vii) in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, unless the Company is already subject to service in such jurisdiction and except as may be required under the Act.

1.3 Company Registration.

(a) If (but without any obligation to do so) the Company proposes to register (including for this purpose a registration effected by the Company for stockholders other than the Holders) any of its stock or other securities under the Act in connection with the public offering of such securities (other than a registration relating solely to the sale of securities to participants in a Company stock plan, a registration relating to a corporate reorganization or other transaction under Rule 145 of the Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, or a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that

are also being registered), the Company shall, at such time, promptly give each Holder written notice of such registration. Upon the written request of each Holder given within ten (10) days after mailing of such notice by the Company, the Company shall, subject to the provisions of Section 1.5(e), use commercially reasonable efforts to cause to be registered under the Act all of the Registrable Securities that each such Holder has requested to be registered.

(b) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 1.3 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration. The expenses of such withdrawn registration shall be borne by the Company in accordance with Section 1.7 hereof.

1.4 Form S-3 Registration. In case the Company shall receive from any Holder of the Registrable Securities then outstanding a written request or requests that the Company effect a registration on Form S-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder, the Company shall:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders; and

(b) use best efforts to effect, as soon as practicable, such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holders joining in such request as are specified in a written request given within twenty (20) days after receipt of such written notice from the Company, provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance, pursuant to this Section 1.4:

(i) if Form S-3 is not available for such offering by the Holders;

(ii) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public of less than US$1,000,000;

(iii) in the circumstances described in Sections 1.2(c)(iv) and 1.2(c)(vi); and

(iv) prior to the earlier of (A) the five (5) year anniversary of the date of this Agreement or (B) six (6) months after the effective date of the Initial Public Offering.

(c) Subject to the foregoing, the Company shall file a registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders; provided, however, the provisions of Section 1.2(c)(vi) shall apply to any registration pursuant to this Section 1.4. Registrations effected pursuant to this Section 1.4 shall not be counted as requests for registration effected pursuant to Section 1.2 or Section 1.3.

1.5 Obligations of the Company. Whenever required under this Section 1 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use best efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred eighty (180) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such 180-day period shall be extended for a period of time equal to the period the Holder refrains from selling any securities included in such registration at the request of an underwriter of Common Stock (or other securities) of the Company; and (ii) in the case of any registration of Registrable Securities on Form S-3 which are intended to be offered on a continuous or delayed basis, such 180-day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold, provided that Rule 415, or any successor rule under the Act, permits an offering on a continuous or delayed basis, and provided further that applicable rules under the Act governing the obligation to file a post-effective amendment permit, in lieu of filing a post-effective amendment which (I) includes any prospectus required by Section 10(a)(3) of the Act or (II) reflects facts or events representing a material or fundamental change in the information set forth in the registration statement, the incorporation by reference of information required to be included in (I) and (II) above to be contained in periodic reports filed pursuant to Section 13 or 15(d) of the 1934 Act in the registration statement;

(b) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Act with respect to the disposition of all securities covered by such registration statement;

(c) furnish to each Holder (i) a draft copy of the registration statement, and (ii) such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Act, and such other documents as it may reasonably request in order to facilitate the disposition of Registrable Securities owned by it;

(d) use best efforts to register and qualify the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business, where not otherwise required, or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement. In connection with any offering involving an underwriting of shares of the Company's capital stock, the Company shall not be required to include any of the Holders' securities in such underwriting unless they accept the terms of the underwriting as agreed upon between the Company and the underwriters selected by a majority of the Holders and enter into an underwriting agreement in customary form with the underwriters. If the total amount of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the amount of securities sold other than by the Company that the underwriters determine in their sole discretion is compatible with the success of the offering, then subject to Section 1.2 above, the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, that the underwriters determine in their sole discretion will not jeopardize the success of the offering (the securities so included to be apportioned pro rata among the selling stockholders according to the total amount of securities entitled to be included therein owned by each selling stockholder or in such other proportions as shall mutually be agreed to by such selling stockholders, except that no Registrable Securities of Holders shall be excluded until all Common Stock held by directors, officers and employees of the Company have been excluded), but in no event shall the amount of securities of the selling Holders included in the offering be reduced below thirty-three percent (33%) of the total amount of securities included in such offering, unless such offering is the Initial Public Offering of the Company's securities, in which case the selling stockholders may be excluded if the underwriters make the determination described above and no other stockholder's securities are included. For purposes of the preceding parenthetical concerning apportionment, for any selling stockholder that is a Holder of Registrable Securities and that is a partnership, limited liability company or corporation, the partners, retired partners, members, retired members and stockholders of such Holder, or the estates and family members of any such partners, retired partners, members, retired members, and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "selling stockholder," and any pro rata reduction with respect to such "selling stockholder" shall be based upon the aggregate amount of Registrable Securities owned by all entities and individuals included in such "selling stockholder," as defined in this sentence;

(f) notify each Holder of Registrable Securities covered by such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Act, of (i) the issuance of any stop order by the SEC in respect of such registration statement, or (ii) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(g) cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed; provided that in the case of a registration effected pursuant to Section 1.2 above, which registration constitutes the Initial Public Offering, the Registrable Securities shall be listed on a national securities exchange or the NASDAQ Global Market system; and

(h) provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

1.6 Information from Holder.

(a) It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 1 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be reasonably required to effect the registration of such Holder's Registrable Securities.

(b) The Company shall have no obligation with respect to any registration requested pursuant to Section 1.2 if, due to the operation of subsection 1.6(a), the number of shares or the anticipated aggregate offering price of the Registrable Securities to be included in the registration does not equal or exceed the number of shares or the anticipated aggregate offering price required to originally trigger the Company's obligation to initiate such registration as specified in subsection 1.2(a).

1.7 Expenses of Registration. All expenses other than underwriting discounts and commissions incurred in connection with registrations, filings or qualifications pursuant to Sections 1.2 and 1.3, including, without limitation, all registration, filing and qualification fees (including "blue sky" fees), printers' and accounting fees, fees and disbursements of counsel for the Company (including fees and disbursements of counsel for the Company in its capacity as counsel to the selling Holders hereunder; if Company counsel does not make itself available for this purpose, the Company will pay the reasonable fees and disbursements of one counsel for the selling Holders not to exceed US$50,000) shall be borne by the Company. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Sections 1.2 and 1.4 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all participating Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be registered in the withdrawn registration), provided, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of such material adverse change, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Section 1.2 or 1.4.

1.8 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 1.

1.9 Indemnification. In the event any Registrable Securities are included in a registration statement under this Section 1:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the partners or officers, directors and stockholders of each Holder, legal counsel and accountants for each Holder, any underwriter (as defined in the Act) for such Holder and each person, if any, who controls such Holder or underwriter, within the meaning of the Act or the 1934 Act, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Act, the 1934 Act or any state securities laws, insofar as such

losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Act, the 1934 Act, any state securities laws or any rule or regulation promulgated under the Act, the 1934 Act or any state securities laws; and the Company will reimburse each such Holder, partner, officer, director, stockholder, counsel, accountant, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability, or action arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by such Holder, any of such Holder's officers, directors, partners, legal counsel or accountants, any person controlling such Holder, such underwriter or any person who controls any such underwriter, and stated to be specifically for use therein; and provided, further that the indemnity agreement contained in this Section 1.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation that occurs in reliance upon and in conformity with information furnished expressly for use in connection with such registration by any such Holder, partner, officer, director, stockholder, counsel, accountant, underwriter or controlling person.

(b) To the extent permitted by law, each selling Holder, on a several and not joint basis, will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Act, any underwriter, any other stockholder selling securities in such registration statement and any controlling person of any such underwriter or other stockholder, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject, under the Act, the 1934 Act or any state securities laws, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation (but excluding clause (iii) of the definition thereof), in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any person intended to be indemnified pursuant to this Section 1.9(b) for any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 1.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, provided that in no event shall any indemnity under this Section 1.9(b) exceed the net proceeds from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 1.9 of actual knowledge of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 1.9 to the extent of such prejudice, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 1.9.

(d) If the indemnification provided for in this Section 1.9 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of and the relative benefits received by the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations, provided that no person guilty of fraud shall be entitled to contribution. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. The relative benefits received by the indemnifying party and the indemnified party shall be determined by reference to the net proceeds and underwriting discounts and commissions from the offering received by each such party. In no event shall any contribution under this Section 1.9(d) exceed the net proceeds from the offering received by such Holder, less any amounts paid under subsection 1.9(b).

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) The obligations of the Company and Holders under this Section 1.9 shall survive the completion of any offering of Registrable Securities in a registration statement under this Section 1, and otherwise.

1.10 Reports Under Securities Exchange Act of 1934. With a view to making available to the Holders the benefits of Rule 144 promulgated under the Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in SEC Rule 144, at all times and after ninety (90) days following the effective date of the Initial Public Offering;

(b) take such action, including the voluntary registration of its Common Stock under Section 12 of the 1934 Act, as is necessary to enable the Holders to utilize Form S-3 for the sale of their Registrable Securities, such action to be taken as soon as practicable after the end of the fiscal year in which the first registration statement filed by the Company for the offering of its securities to the general public is declared effective;

(c) file with the SEC in a timely manner all reports and other documents required of the Company under the Act and the 1934 Act; and

(d) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon written request (i) a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the Initial Public Offering), the Act and the 1934 Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to such form.

1.11 Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities pursuant to this Section 1 may be assigned (but only with all related obligations) by a Holder to a transferee, member, retired member or assignee of such securities that (i) is a subsidiary, affiliate, parent, partner, limited partner, retired partner, member, retired member, or stockholder of a Holder, (ii) is a Holder's immediate family member (spouse or child) or trust for the benefit of an individual Holder, or (iii) after such assignment or transfer, holds at least 500 shares of Registrable Securities (subject to appropriate adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), provided: (a) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; (b) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement, including without limitation the provisions of Section 1.13 below; and (c) such assignment shall be effective only if immediately following such transfer the further disposition of such securities by the transferee or assignee is restricted under the Act. For the purposes of determining the number of shares of Registrable Securities held by a transferee or assignee, the holdings of transferees and assignees of a partnership who are partners or retired partners of such partnership (including spouses and ancestors, lineal descendants and siblings of such partners or spouses who acquire Registrable Securities by gift, will or intestate succession) shall be aggregated together and with

the partnership, and the holdings of transferees and assignees of a limited liability company who are members or retired members of such limited liability company (including spouses and ancestors, lineal descendants and siblings of such members or spouses who acquire Registrable Securities by gift, will or intestate succession) shall be aggregated together and with the limited liability company; provided that all assignees and transferees who would not qualify individually for assignment of registration rights shall have a single attorney-in-fact for the purpose of exercising any rights, receiving notices or taking any action under this Section 1.

1.12 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of at least 75% of the outstanding Registrable Securities, enter into any agreement with any holder or prospective holder of any securities of the Company that would allow such holder or prospective holder (a) to include such securities in any registration filed under Section 1.3 hereof, unless under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the amount of the Registrable Securities of the Holders that are included or (b) to make a demand registration.

1.13 "Market Stand-Off" Agreement. Each Holder hereby agrees that it will not, directly or indirectly, without the prior written consent of the Company and the managing underwriter, during the period commencing on the date of the final prospectus relating to the initial public offering by the Company and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days) (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock held immediately before the effective date of the registration statement for such offering, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; provided, however, that if and to the extent that Rule 2241 of the Financial Industry Regulatory Authority, Inc. ("FINRA") would apply to a FINRA member publishing or otherwise distributing a research report, or making a public appearance, concerning the Company, if (1) during the last 17 days of such 180-day period, the Company releases earnings results or announces material news or a material event or (2) prior to the expiration of such 180-day period, the Company announces that it will release earnings results during the 15-day period following the last day of the initial 180-day period, then in each case such 180-day period will be automatically extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable, unless the managing underwriter waives, in writing, such extension. The foregoing provisions of this Section 1.13 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Holders if all officers and directors and greater than one percent (1%) stockholders of the Company enter into similar agreements. The underwriters in connection with the initial public offering by the Company are intended third party beneficiaries of this Section 1.13 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto; further, each Holder hereby agrees to enter into written agreement with such underwriters containing terms substantially equivalent to the terms of this Section 1.13, and each Holder hereby agrees that such

underwriters shall be entitled to require each such Holder to enter into such a written agreement. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply pro rata to all Holders subject to such agreements, based on the number of shares subject to such agreements.

In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Registrable Securities of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period.

1.14 Termination of Registration Rights. No Holder shall be entitled to exercise any right provided for in this Section 1 after five (5) years following the consummation of a QIPO, as defined in the Restated Certificate or, as to any Holder, such earlier time at which all Registrable Securities held by such Holder (and any affiliate of the Holder with whom such Holder must aggregate its sales under Rule 144) can be sold in any ninety (90) day period without registration in compliance with Rule 144 of the Act.

2. Covenants of the Company.

2.1 Delivery of Financial Statements. The Company shall deliver to each Investor:

(a) as soon as practicable, but in any event within one hundred eighty (180) days after the end of each fiscal year of the Company, audited consolidated financial statements of the Company for the preceding fiscal year, including balance sheet of the Company and statement of stockholder's equity as of the end of such year, and a statement of cash flows of the Company and its subsidiaries for such year, such year-end financial reports to be in reasonable detail, prepared in accordance with generally accepted accounting principles ("GAAP"); and

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each quarter, unaudited consolidated financial statements of the Company for the preceding quarter, including a consolidated income statement, a statement of cash flows, and a balance sheet as of the end of such quarter, all in reasonable detail;

(c) as soon as practicable, but in any event within thirty (30) days after the end of each calendar month, unaudited consolidated financial statements of the Company for the preceding calendar month, including a consolidated income statement, a statement of cash flows, and a balance sheet as of the end of such calendar month, all in reasonable detail;

(d) as soon as practicable, but in any event at least thirty (30) days prior to the end of each fiscal year, a budget for the next fiscal year, prepared on a monthly basis, including balance sheets, income statements and statements of cash flows for such months and, as soon as prepared, any other budgets or revised budgets prepared by the Company;

(e) with respect to the financial statements called for in Sections 2.1(b) and 2.1(c), an instrument executed by the Chief Financial Officer or President of the Company certifying that such financials were prepared in accordance with GAAP consistently applied with prior practice for earlier periods (with the exception of footnotes and year-end adjustments that may be required by GAAP) and fairly present the financial condition of the Company and its results of operation for the period specified, subject to year-end audit adjustment; and

(f) such other information relating to the financial condition, business, prospects or corporate affairs of the Company as such Investor or any assignee of such Investor may from time to time reasonably request, or promptly after transmission or occurrence (but in any event within 10 days), other reports, including any non-routine communications with stockholders or the financial community, the Company's accountants and business consultants, governmental agencies and authorities, any reports filed by the Company or its officers, directors and representatives with any securities exchange or the SEC, to the extent not publicly available, and notice of any event which would have a significant effect on the Company's business prospects or financial condition or on the Investors' investments, provided, however, that the Company shall not be obligated under this Section 2.1 to provide information that it deems in good faith to be a trade secret or similar confidential information, and provided further that the Company may require the Investor to execute a confidentiality and nondisclosure agreement prior to disclosure of any such information.

2.2 Inspection. The Company shall permit each Investor, at such Investor's expense, to visit and inspect the Company's properties, to examine its books of account and records and to discuss the Company's affairs, finances and accounts with its officers, all at such reasonable times as may be reasonably requested by the Investor; provided, however, that the Company shall not be obligated pursuant to this Section 2.2 to provide access to any information that it reasonably considers to be a trade secret or similar confidential information, and provided further that the Company may require the Investor to execute a confidentiality and nondisclosure agreement prior to any such visit and inspection.

2.3 Right of First Offer. Subject to the terms and conditions specified in this Section 2.3, the Company hereby grants to each Investor a right of first offer with respect to future sales by the Company of its Shares (as hereinafter defined). An Investor shall be entitled to apportion the right of first offer hereby granted it among itself and its partners, members and affiliates in such proportions as it deems appropriate. Each time the Company proposes to offer any shares of, or securities convertible into or exchangeable or exercisable for any shares of, any class of its capital stock (the "Shares"), the Company shall first make an offering of such Shares to each Investor in accordance with the following provisions:

(a) The Company shall deliver a notice in accordance with Section 3.6 (the "Notice") to each Investor stating (i) its bona fide intention to offer such Shares, (ii) the number of such Shares to be offered, and (iii) the price and general terms upon which it proposes to offer such Shares.

(b) By written notification received by the Company, within thirty (30) calendar days after receipt of the Notice, each Investor may elect to purchase or obtain, at the price and on the terms specified in the Notice, up to that portion of such Shares that equals the proportion that the number of shares of Common Stock issued and held, or issuable upon conversion of the Preferred Stock then held, by such Investor bears to the total number of shares of Common Stock of the Company issued or held, or issuable upon conversion of the Preferred

Stock then outstanding. The Company shall promptly, in writing, inform each Investor which purchases all the shares available to it ("Fully-Exercising Investor") of any other Investor's failure to do likewise. During the ten (10) day period commencing after receipt of such information, each Fully-Exercising Investor shall be entitled to obtain that portion of the Shares for which all Investors were entitled to subscribe but which were not subscribed for by the Investors which is equal to the proportion that the number of shares of Common Stock issued and held, or issuable upon conversion of Preferred Stock then held, by such Fully-Exercising Investor bears to the total number of shares of Common Stock issued and held, or issuable upon conversion of Preferred Stock then held, by all Fully-Exercising Investors who wish to purchase some of the unsubscribed shares.

(c) If all Shares that the Investors are entitled to obtain pursuant to Section 2.3(b) are not elected to be obtained as provided in Section 2.3(b) hereof, the Company may, during the ninety (90) day period following the expiration of the period provided in Section 2.3(b) hereof, offer the remaining unsubscribed portion of such Shares to any person or persons at a price not less than, and upon terms no more favorable to the offeree than those specified in the Notice. If the Company does not enter into an agreement for the sale of the Shares within such period, or if such agreement is not consummated within ninety (90) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Shares shall not be offered unless first reoffered to the Investors in accordance herewith.

(d) The right of first offer in this Section 2.3 shall not be applicable to:

(i) the issuance of shares of securities pursuant to a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof);

(ii) the issuance of any shares of Common Stock (or options or rights to purchase shares of Common Stock) after the Series F Original Issue Date (as defined in the Restated Certificate), to employees, officers or directors of, or consultants or advisors to, the Company pursuant to current stock purchase plans or current stock option plans, or pursuant to similar plans that are approved by the Requisite Holders pursuant to Article IV.B.6(p) of the Restated Certificate;

(iii) any Common Stock Equivalents issued upon any conversion of shares of Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock or Series A-1 Preferred Stock;

(iv) any Common Stock Equivalents issued as a dividend or distribution on shares of Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock or Series A-1 Preferred Stock;

(v) the issuance of shares of Common Stock (A) in a QIPO, or (B) upon exercise of warrants or rights granted to underwriters in connection with such a QIPO; or

(vi) the issuance of shares of Series F Preferred Stock pursuant to the Series F Stock Purchase Agreement.

In addition to the foregoing, the right of first offer in this Section 2.3 shall not be applicable with respect to any Investor and any subsequent securities issuance, if (i) at the time of such subsequent securities issuance, the Investor is not an "accredited investor," as that term is then defined in Rule 501(a) under the Act, and (ii) such subsequent securities issuance is otherwise being offered only to accredited investors.

2.4 Board of Directors.

(a) The Board of Directors shall meet at least quarterly, unless otherwise approved by a majority of the directors then serving on the Board of Directors.

(b) Each of the Series E Preferred Directors, Series D Preferred Director and the Series C Preferred Directors (as defined in that certain Amended and Restated Voting Agreement, dated on or about the date hereof) shall have the right to serve on any committee of the Board of Directors.

(c) The Company shall reimburse all reasonable out-of-pocket expenses incurred by directors of the Board of Directors for attending meetings of the Board of Directors and performing their duties as directors.

2.5 Notice of Litigation. The Company shall provide notice to the Holders promptly upon the filing of any material action, suit or proceeding by or against the Company.

2.6 No Investment Company. The Company shall not become an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended. In the event the Company breaches the foregoing, the Company shall forthwith notify the Investors and shall take immediate corrective action to remedy such breach.

2.7 Directors' and Officers' Insurance. The Company shall maintain from financially sound and reputable insurers directors and officers liability insurance in an amount and on terms and conditions satisfactory to the Board of Directors, and will use its commercially reasonable efforts to cause such insurance policy to be maintained until such time as the Board of Directors determines that such insurance should be discontinued.

2.8 Proprietary Information and Inventions Agreements. The Company shall require all employees and consultants with access to confidential information to execute and deliver a Proprietary Information and Inventions Agreement in substantially the form approved by the Board of Directors or a consulting agreement containing substantially similar proprietary rights assignment and confidentiality provisions.

2.9 Expenses of Counsel. In the event of a transaction which is a Deemed Liquidation Event (as defined in the Amended and Restated Voting Agreement of even date herewith among the Investors, the Company and the other parties named therein), the reasonable fees and disbursements, not to exceed $75,000, of one counsel for the Investors ("Investor Counsel"), in their capacities as stockholders, shall be borne and paid by the Company. At the outset of considering a transaction which, if consummated would constitute a Deemed Liquidation Event, the Company shall obtain the ability to share with the Investor Counsel (and such counsel's clients) and shall share the confidential information (including, without limitation, the initial and all subsequent drafts of memoranda of understanding, letters of intent and other transaction documents and related noncompete, employment, consulting and other compensation agreements and plans) pertaining to and memorializing any of the transactions which, individually or when aggregated with others would constitute the Deemed Liquidation Event. The Company shall be obligated to share (and cause the Company's counsel and investment bankers to share) such materials when distributed to the Company's executives and/or any one or more of the other parties to such transaction(s). In the event that Investor Counsel deems it appropriate, in its reasonable discretion, to enter into a joint defense (or common interest) agreement or other arrangement to enhance the ability of the parties to protect their communications and other reviewed materials under the attorney client privilege, the Company shall, and shall direct its counsel to, execute and deliver to Investor Counsel and its clients such an agreement in form and substance reasonably acceptable to Investor Counsel and the Company's counsel. In the event that one or more of the other party or parties to such transactions require the clients of Investor Counsel to enter into a confidentiality agreement and/or joint defense (or common interest) agreement in order to receive such information, then the Company shall share whatever information can be shared without entry into such agreement and shall, at the same time, in good faith work expeditiously to enable Investor Counsel and its clients to negotiate and enter into the appropriate agreement(s) without undue burden to the clients of Investor Counsel.

2.10 Right to Conduct Activities. The Company hereby agrees and acknowledges that ABG-ColdGen Limited, ABG II-ColdGen Limited, ABG WTT-CG Limited, Acorn Bioventures, L.P., Acorn Bioventures 2, L.P., Longitude Venture Partners IV, L.P., Decheng Capital Global Life Sciences Fund IV, L.P., RA Capital Management, L.P., Foresite Capital Fund VI, L.P., BVF Partners L.P. and Avidity Private Master Fund I LP (together with their respective Affiliates) (collectively, the "Funds") are professional investment organizations, and as such review business plans and related proprietary information of many enterprises, some of which may compete directly or indirectly with the Company's business (as currently conducted or as currently proposed to be conducted). Nothing in this Agreement shall preclude or in any way restrict the Investors from evaluating or purchasing securities, including publicly traded securities, of a particular enterprise, or investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the Company; and the Company hereby agrees that, to the extent permitted under applicable law, the Funds (and their Affiliates) shall not be liable to the Company for any claim arising out of, or based upon, (i) the investment by the Funds (or their Affiliates) in any entity competitive with the Company, or (ii) actions taken by any partner, officer, employee or other representative of the Funds (or their Affiliates) to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve (x) any of the Investors from liability associated with the unauthorized disclosure of the Company's confidential information obtained pursuant to this Agreement, or (y) any director or officer of the Company from any liability associated with his or her fiduciary duties to the Company.

2.11 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor or make decisions with respect to its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 2.11 by such Investor), (b) is or has been independently developed or conceived by such Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent reasonably necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Section 2.11; (iii) to any Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Investor in the ordinary course of business, provided that such Investor informs such person that such information is confidential and directs such person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law, regulation, rule, court order or subpoena, provided that such Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

2.12 Termination of Certain Covenants. The covenants set forth in this Section 2, except for Section 2.9, shall terminate and be of no further force or effect upon the consummation of a QIPO or at such time as the Company is required to file reports pursuant to Section 13 or 15(d) of the 1934 Act. This Agreement shall terminate and be of no further force or effect upon the consummation of a transaction or series of related transactions which are deemed to be a Liquidation Event of the Company pursuant to the Restated Certificate, as such Restated Certificate may be amended from time to time.

3. Miscellaneous.

3.1 Subsequent Closing Investors. Upon the sale of shares of Series F Preferred Stock to new Investors in accordance with the subsequent closing provisions of Section 1.3 of the Series F Purchase Agreement, the Company, without prior action on the part of any Investor, shall require each such Investor to execute and deliver this Agreement. Each such Investor, upon execution and delivery of this Agreement, shall be deemed an "Investor" hereunder.

3.2 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any shares of Registrable Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

3.3 Governing Law; Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved solely and exclusively by confidential binding arbitration with the Irvine, California branch of JAMS ("JAMS") to be governed by JAMS' Commercial Rules of Arbitration applicable at the time of the commencement of the arbitration (the "JAMS Rules") and heard before on arbitrator. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Each party shall bear its own attorneys' fees, expert witness fees, and costs incurred in connection with any arbitration.

3.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.6 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their email address or address as set forth on the signature page or Schedule A hereto, or in any case to such email address or address as subsequently modified by written notice given in accordance with this Section 3.6. If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to Latham & Watkins LLP, 12670 High Bluff Drive, San Diego, CA 92130, Attention: Cheston J. Larson and Cheston.larson@lw.com, and if notice is given to the Investors, a copy (which copy shall not constitute notice) shall also be sent to Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 3570 Carmel Mountain Rd, San Diego, CA 92130, Attention: Jonathan Spencer and jspencer@gunder.com.

(b) Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "DGCL"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address set forth below

such Investor's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Investor agrees to promptly notify the Company of any change in such stockholder's electronic mail address, and that failure to do so shall not affect the foregoing.

3.7 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

3.8 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of (a) the Company and (b) the holders of at least 75% of the Registrable Securities then outstanding; provided, however, that no amendment or waiver which adversely affects the holders of less than a majority of the Registrable Securities in a manner different than the holders of a majority of the Registrable Securities shall be affected without the prior written consent of at a majority of the holders in interest of such Registrable Securities so affected. Notwithstanding the foregoing, in the event that (a) the provisions of Section 2.3 are waived in accordance with this Section 3.8 in respect of a future sale by the Company of its Shares, and (b) one or more Investors or its affiliates purchases securities in such offering, then any other Investor who did not consent to such waiver shall be permitted to purchase up to the same percentage (not to exceed 100%) of its pro rata share of the Shares in such offering as the percentage of the pro rata share of the Shares so purchased by the Investor purchasing the largest portion of such Investor's pro rata share in such offering. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any Registrable Securities, each future holder of all such Registrable Securities and the Company.

3.9 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.10 Aggregation of Stock. All shares of Registrable Securities held or acquired by entities advised by the same investment adviser and affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such affiliated entities or persons may apportion such rights among themselves in any manner they deem appropriate.

3.11 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. Upon the effectiveness of this Agreement, the Prior Agreement shall be superseded and replaced in its entirety by this Agreement and shall be of no further force or effect.

* * *

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

COMPANY:

CG ONCOLOGY, INC.

By: /s/ Arthur Kuan
Name: Arthur Kuan
Title: Chief Executive Officer

Address: 400 Spectrum Center Drive, Suite 2040
Irvine, CA 92618 U.S.A.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

FORESITE CAPITAL FUND V, L.P.
By: Foresite Capital Management V, LLC
Its: General Partner

By: /s/ Dennis D. Ryan
Name: Dennis D. Ryan
Title: Chief Financial Officer

FORESITE CAPITAL OPPORTUNITY FUND V, L.P.
By: Foresite Capital Opportunity Management V, LLC
Its: General Partner

By: /s/ Dennis D. Ryan
Name: Dennis D. Ryan
Title: Chief Financial Officer

FORESITE CAPITAL FUND VI, L.P.
By: Foresite Capital Management VI, LLC
Its: General Partner

By: /s/ Dennis D. Ryan
Name: Dennis D. Ryan
Title: Chief Financial Officer

Address: 900 Larkspur Landing Circle, Suite 150
Larkspur, CA 94939

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

TCG CROSSOVER FUND I, L.P.
By: TCG Crossover GP I, LLC
Its General Partner

By: /s/ Chen Yu
Name: Chen Yu
Title: Managing Member

Address: TCG Crossover Management, LLC
705 High Street
Palo Alto, CA 94301
Attn: Craig Skaling

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

BIOTECHNOLOGY VALUE FUND, L.P.

By: /s/ Marc Lampert
Name: Mark Lampert
Title: Chief Executive Officer BVF I GP LLC, itself General Partner of Biotechnology Value Fund, L.P

BIOTECHNOLOGY VALUE FUND II, L.P

By: /s/ Marc Lampert
Name: Mark Lampert
Title: Chief Executive Officer BVF II GP LLC, itself General Partner of Biotechnology Value Fund II, L.P

BIOTECHNOLOGY VALUE TRADING FUND OS LP

By: /s/ Marc Lampert
Name: Mark Lampert
Title: President BVF Inc., General Partner of BVF Partners L.P., itself sole member of BVF Partners OS Ltd., itself GP of Biotechnology Value Trading Fund OS LP

MSI BVF SPV, LLC

By: /s/ Marc Lampert
Name: Mark Lampert
Title: President BVF Inc., General Partner of BVF Partners L.P., itself attorney-in-fact for MSI BVF SPV, LLC

Address: c/o BVF Partners LP
44 Montgomery Street 40th FL
San Francisco CA 94104

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

AVIDITY PRIVATE MASTER FUND I LP
By: Avidity Capital Partners Fund (GP) LP, its general partner

By: Avidity Capital Partners (GP) LLC, its general partner

By: /s/ Michael Gregory
Name: Michael Gregory
Title: Managing Member

Address: c/o Avidity Partners Management LP
2828 N. Harwood St., Suite 1220
Dallas, TX 75201
Attn: Michael Gregory; Andrew So

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

JANUS HENDERSON HORIZON FUND—BIOTECHNOLOGY FUND
By: Janus Henderson Investors US LLC, its investment advisor

By: /s/ Andrew Acker
Name: Andrew Acker
Title: Authorized Signatory

JANUS HENDERSON BIOTECH INNOVATION MASTER FUND LIMITED
By: Janus Henderson Investors US LLC, its investment advisor

By: /s/ Andrew Acker
Name: Andrew Acker
Title: Authorized Signatory

Address: 151 Detroit Street
Denver, Colorado 80206 USA

With a copy to (which shall not constitute notice):

Stradley Ronon Stevens & Young, LLP
2005 Market Street, Suite 2600
Philadelphia, PA 19103
Attn: Kevin Kundra
kkundra@stradley.com

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

ABG-COLDGEN LIMITED

By: /s/ YEH Shan-ju
Name: YEH Shan-ju
Title: Director

ABG II-COLDGEN LIMITED

By: /s/ YEH Shan-ju
Name: YEH Shan-ju
Title: Director

ABG WTT-CG LIMITED

By: /s/ YEH Shan-ju
Name: YEH Shan-ju
Title: Director

Address: c/o Unit 3002-3004
30/F, Gloucester Tower
The Landmark
15 Queen's Road
Central, Hong Kong

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

ABUNDANT SUPPLY GLOBAL LIMITED

By: /s/ Hong Fang Song
Name: Hong Fang Song
Title: Director

Address: Vistra Corporate Services Centre
Wickhams Cay II, Road Town
Tortola, VG1110
British Virgin Islands

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

ACORN BIOVENTURES, L.P.

By: ACORN CAPITAL ADVISORS GP, LLC
Its: General Partner

By: /s/ Anders Hove
Name: Anders Hove
Title: Member

ACORN BIOVENTURES 2, L.P.

By: ACORN CAPITAL ADVISORS 2 GP, LLC
Its: General Partner

By: /s/ Anders Hove
Name: Anders Hove
Title: Member

Contact information:

Acorn Bioventures, L.P.
Acorn Bioventures 2, L.P.
C/O Acorn Capital Advisors, LLC
Att: Anders Hove
420 Lexington Avenue, Suite 2626
New York, NY 10170

With a copy (which shall not constitute notice) to:
Schulte Roth & Zabel LLP
919 Third Avenue
New York, NY 10022
Attn: Michael Flynn
E-Mail: michael.flynn@srz.com

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

AMPLEWOOD RESOURCES LIMITED

By: /s/ Marc Chan
Name: Marc Chan
Title: Director

Address: Unit 21E, 21F, United Centre, 95 Queensway,
Admiralty, Hong Kong, CHN

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

ANGELES DIRECT EQUITY FUND 1, LP

By: its General Partner,
Angeles Direct Equity Fund 1, LP

By: /s/ Michael Rosen
Name: Michael Rosen
Title: Managing Member

Address: 429 Santa Monica Blvd, Suite 650
Santa Monica, CA, 90401

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

CHARMING JADE LIMITED

By: /s/ Hong Fang Song
Name: Hong Fang Song
Title: Director

Address: Ritter House
Wickhams Cay II
PO Box 3170
Road Town, Tortola VG1110
British Virgin Islands

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

DECHENG CAPITAL GLOBAL LIFE SCIENCES FUND IV, L.P.

By its General Partner,
Decheng Capital Management IV (Cayman), LLC

By: Xiangmin Cui
Xiangmin Cui
Managing Director

Address: 3000 Sand Hill Road
Building 2, Suite 110
Menlo Park, CA 94025

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

ERCT LIFE SCIENCES LLC

By: /s/ Sibel Oz
Name: Sibel Oz
Title: Manager

Address: PO Box 1200, Montclair NJ, 07042

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

GAVIN RESOURCES LIMITED

By: /s/ LEE King Yue
Name: LEE King Yue
Title: Director

Address: 72/76F., Two International Finance Centre,
8 Finance Street, Central, Hong Kong

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

KISSEI PHARMACEUTICAL CO., LTD.

By: /s/ Mutsuo Kanzawa
Name: Mutsuo Kanzawa
Title: Chairman and Chief Executive Officer

Address: 19-48 Yoshino, Matsumoto-City
Nagano-Prefecture, 399-8710, Japan

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

LEPU HOLDINGS LIMITED

By: /s/ Xia Zhang
Name: Xia Zhang
Title: Director and Authorized Signatory

Address: Vistra Corporate Services Centre
Wickhams Cay II, Road Town
Tortola, VG1110, British Virgin Islands

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

LONGITUDE VENTURE PARTNERS IV, L.P.

By: Longitude Capital Partners IV, LLC, its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

LONGITUDE PRIME FUND, L.P.

By: Longitude Prime Partners, LLC, its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

Address: 2740 Sand Hill Rd, Second Floor
Menlo Park, CA 94025

With a copy (which shall not itself constitute notice) to:
Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304
Attention: Mark P. Tanoury
Email: tanourymp@cooley.com

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

MALIN LIFE SCIENCES HOLDINGS LIMITED

By: /s/ Darragh Lyons
Name: Darragh Lyons
Title: Director

Address: The Lennox Building
50 Richmond Street South
Dublin 2
D02 FK02
Ireland

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

PALM DRIVE CAPITAL II LP

By: Palm Drive Capital II GP LLC,
its General Partner
By: Palm Drive Capital LLC,
its Manager

By: /s/ Seamon Chan
Name: Seamon Chan
Title: Managing Member

Address: 54 W. 21st St Suite 807
New York, NY, 10010

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

PEI MIN LIU

By: /s/ Pei Min Liu
Name: Pei Min Liu

Address: 30C Tower 3, Larvotto, 8 Apleichau Praya Road, Apleichau, Hong Kong

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

PERSEVERANCE CG LLC

By: /s/ Ben Shyong
Name: Ben Shyong
Title: Partner

PERSEVERANCE CAPITAL MANAGEMENT LLC

By: /s/ Ben Shyong
Name: Ben Shyong
Title: Partner

Address: 600 N Broad St Ste 5 #2122
Middletown, DE 19709

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

PERSEVERANCE FUND LLC—SERIES 1
By: Perseverance Investments LLC, its Managing member

By: /s/ Ben Shyong
Name: Ben Shyong
Title: Authorized Signatory

Address: Perseverance Fund LLC—Series 1
c/o Canopy
8 The Green, Suite #13283
Dover, Delaware, 19901, United States

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

RA CAPITAL HEALTHCARE FUND, L.P.

By: RA Capital Healthcare Fund GP, LLC
Its: General Partner

By: /s/ Rajeev Shah
Name: Rajeev Shah
Title: Manager

RA CAPITAL NEXUS FUND III, L.P.

By: RA Capital Nexus Fund III GP, LLC
Its: General Partner

By: /s/ Rajeev Shah
Name: Rajeev Shah
Title: Manager

Address: RA Capital Management, L.P.
200 Berkeley Street
18th Floor
Boston, MA 02116
Attn: General Counsel

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

SHINY CROWN LIMITED

By: /s/ Yulan Su
Name: Yulan Su
Title: Director

Address: 6F, No. 11, Lane 186, Ren-Ai Road, Yong-He District, New Taipei City, TWN

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

SLEEPING BEAUTY LIMITED

By: /s/ Cheng Ying Pin
Name: Cheng Ying Pin
Title: Sole Director

Address: 10F, No.337, Fuxing North Road
Song-shan Dist. Taipei City, Taiwan 10544

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

SONG HONG FANG

/s/ Song Hong Fang

Address:

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

SUPER STRATEGY LIMITED

By: /s/ KaiYuan Kuo
Name: KaiYuan Kuo
Title: CEO

Address: 16F, 325 JenAi Road, Section 4
Taipei, TWN

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

WELLCHAMP FUND LIMITED

By: /s/ Ronald Yan Tak Angus Cheng
Name: Ronald Yan Tak Angus Cheng
Title: Managing Director

Address: 804A, 81F, Worldwide House,
19 Des Voeux Road Central, Hong Kong
Central Hong Kong, CHN

SCHEDULE A

SCHEDULE OF INVESTORS

Investor Names
Aaron Chi-Yu Ni
ABG II-ColdGen Limited
ABG WTT-CG Limited
ABG-ColdGen Limited
Abundant Supply Global Limited
Acorn Bioventures 2, L.P.
Acorn Bioventures, L.P.
Aestas Capital LLC
AIG DECO Fund II, LP
Alex Wah Hin Yeung
Amazing Key Investments Limited
American Estate & Trust, LC FBO Philip Bendler's IRA
Amplewood Resources Limited
Angeles Direct Equity Fund 1 LP
Avidity Private Master Fund I LP
Best Prosper Limited
Biotechnology Value Fund, L.P.
Biotechnology Value Fund II, L.P.
Biotechnology Value Trading Fund OS LP
MSI BVF SPV, LLC
Charming Jade Limited
Chih-Wei Wu
Danhua Capital II LP
Decheng Capital Global Life Sciences Fund IV, L.P.
ERCT Life Sciences LLC
Focus Way Developments Limited
Focus Way Developments Limited
Foresite Capital Fund V, L.P.
Foresite Capital Opportunity Fund V, L.P.
Foresite Capital Fund VI, L.P.
Fortress International Inc.
Freedom Enterprises Limited
Gavin Resources Limited
Hank CK Wuh

Investor Names
Ipolis Commercial Ltd.
Janus Henderson Horizon Fund—Biotechnology Fund
Janus Henderson Biotech Innovation Master Fund Limited
Jason Kung Yi Koo
Jennifer Cho-Chun Lee
Jordon Wang
Keen Browne
Kissei Pharmaceutical Co., Ltd.
Kuang-Hui Pai
Lepu Holdings Limited
Longitude Venture Partners IV, L.P.
Longitude Prime Fund, L.P.
Longling Capital Ltd
Lyra Capital Management Limited
Malin Life Sciences Holdings Limited
Noble Eagle Holdings Limited
Palm Drive Capital II LP
Panlabs Biologics Inc.
Pei Min Liu
Pentepebble Holdings Limited
Perseverance Capital Management LLC
Perseverance CG LLC
Perseverance Fund LLC—Series 1
PRSS Capital Limited
RA Capital Healthcare Fund, LP
RA Capital Nexus Fund III, LP
Rick Delamarter
Shiny Crown Limited
Shu Fai So
Sleeping Beauty Limited
Song Hong Fang
Spring Investments Holding LP
Super Strategy Limited
Tanya Marie Lee
TCG Crossover Fund I, L.P.
Visual Systems International Limited
War Capital LLC
Wellchamp Fund Limited
Zen Spirit Limited

CG ONCOLOGY, INC.

2015 EQUITY INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide additional incentive to Employees, Directors and Consultants, and
- to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options and Restricted Stock.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

(b) "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

(c) "Award" means, individually or collectively, a grant of Options or Restricted Stock under the Plan.

(d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(e) "Board" means the Board of Directors of the Company.

(f) "Change in Control" means the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or

(ii) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Exchange Act, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the state of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder will include such section or regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board, or a duly authorized committee of the Board, in accordance with Section 4 hereof.

(i) "Common Stock" means the common stock of the Company.

(j) "Company" means CG Oncology, Inc., a Delaware corporation, or any successor thereto.

(k) "Consultant" means any natural person, including an advisor, engaged by the Company or a Parent or Subsidiary to render bona fide services to such entity, provided the services (i) are not in connection with the offer or sale of securities in a capital-raising transaction, and (ii) do not directly promote or maintain a market for the Company's securities.

(l) "Director" means a member of the Board.

(m) "Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(n) "Employee" means any person who is a common-law employee of the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(o) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(p) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for awards of the same type (which may have higher or lower exercise prices and different terms), awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is increased or reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(q) "Exercise Price" means the amount for which one Share may be purchased upon exercise of an Option, as specified by the Board in the applicable Award Agreement.

(r) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the New York Stock Exchange, the NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market of The NASDAQ Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

Notwithstanding the foregoing, if the determination date for the Fair Market Value occurs on a weekend or holiday, the Fair Market Value will be the price as determined in accordance with subsections (i) through (iii) above (as applicable) on the next business day, unless otherwise determined by the Administrator.

(s) "Incentive Stock Option" means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(t) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(u) "Option" means a stock option granted pursuant to the Plan.

(v) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

(w) "Participant" means the holder of an outstanding Award.

(x) "Period of Restriction" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(y) "Plan" means this 2015 Equity Incentive Plan.

(z) "Restricted Stock" means Shares issued pursuant to an Award of Restricted Stock under Section 7 of the Plan, or issued pursuant to the early exercise of an Option.

(aa) "Service Provider" means an Employee, Director or Consultant.

(bb) "Service End Date" means date Participant is no longer actively providing services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's engagement agreement, if any).

(cc) "Share" means a share of the Common Stock, as adjusted in accordance with Section 10 of the Plan.

(dd) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 10 of the Plan, the maximum aggregate number of Shares that may be issued under the Plan is 44,128,766. The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, or if it is surrendered pursuant to an Exchange Program or, with respect to Restricted Stock, if it is forfeited to or repurchased by the Company due to the failure to vest, then the unpurchased Shares (or, for Awards other than Options, the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). Shares that actually have been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; *provided, however,* that if Shares issued pursuant

to Awards of Restricted Stock are repurchased by the Company or are forfeited to the Company, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan.

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Subject to specific delegation by the Board, different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which committee shall have been constituted to satisfy Applicable Laws and shall have been specifically delegated duties by the Board as an Administrator of the Plan.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the number of Shares to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

(vi) to institute and determine the terms and conditions of an Exchange Program;

(vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(ix) to modify or amend each Award, including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option (subject to Section 6(d) of the Plan regarding Incentive Stock Options);

(x) to allow Participants to satisfy tax withholding obligations in such manner as prescribed in Section 12 of the Plan;

(xi) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that otherwise would be due to such Participant under an Award; and

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Nonstatutory Stock Options and Restricted Stock may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Grant of Options. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Options in such amounts as the Administrator, in its sole discretion, will determine.

(b) Option Agreement. Each Award of an Option will be evidenced by an Award Agreement that will specify the exercise price, the term of the Option, the number of Shares subject to the Option, the exercise restrictions, if any, applicable to the Option, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(c), Incentive Stock Options will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted, and calculation will be performed in accordance with Code Section 422 and Treasury Regulations promulgated thereunder.

(d) Term of Option. The term of each Option will be stated in the Award Agreement. In the case of an Incentive Stock Option, the term will be ten (10) years from the date of grant or such shorter term as may be provided in the Award Agreement. Moreover, in the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(e) Option Exercise Price and Consideration.

(i) Exercise Price. The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, subject to the following:

(1) In the case of an Incentive Stock Option

(A) granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant.

(B) granted to any Employee other than an Employee described in paragraph (A) immediately above, the per Share exercise price will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(2) In the case of a Nonstatutory Stock Option, the per Share exercise price will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(3) Notwithstanding the foregoing, Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code.

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) promissory note, to the extent permitted by Applicable Laws; (4) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) by net exercise; (7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws; or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator will consider if acceptance of such consideration may be reasonably expected to benefit the Company.

(f) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) a notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable withholding taxes). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 10 of the Plan.

Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for three (3) months following the Participant's termination (but in no event shall the right to exercise terminate earlier than 30 days after the Participant's termination as a Service Provider). Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following the Participant's termination (but in no event shall the right to exercise terminate earlier than six (6) months after the Participant's termination as a Service Provider). Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised following the Participant's death within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's designated beneficiary, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent or distribution. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following Participant's death (but in no event shall the right to exercise terminate earlier than six (6) months following the Participant's death). Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as provided in this Section 7 or the Award Agreement, Shares of Restricted Stock may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 7, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed with revert to the Company and again will become available for grant under the Plan.

8. Leaves of Absence/Transfer Between Locations. Unless required by applicable law or the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months following the first (1st) day of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

9. Limited Transferability of Awards.

(a) Unless determined otherwise by the Administrator, Awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent or distribution, or (iii) as permitted by Rule 701 of the Securities Act of 1933, as amended (the "Securities Act").

(b) Further, during the period the Company is relying upon the exemption from registration provided in Rule 12h-1(f)(1) promulgated under the Exchange Act (the "Rule 12h-1(f) Exemption") until the Company either (i) becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or (ii) is no longer relying upon the Rule 12h-1(f) Exemption, an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than to (x) persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (y) to an executor or guardian of the Participant upon the death or disability of the Participant, in each case, to the extent required for continued reliance on the Rule 12h-1(f) Exemption. Notwithstanding the foregoing sentence, the Administrator, in its sole discretion, may determine to permit transfers to the Company or in connection with a Change in Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-1(f) or, if the Company is not relying on the Rule 12h-1(f) Exemption, to the extent permitted by the Plan.

10. Adjustments Upon Changes in Capitalization; Dissolution or Liquidation.

(a) Adjustments Upon Changes in Capitalization. Subject to any required action by the stockholders of the Company and Section 11 below, the number of Shares covered by each outstanding Award, and the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan, the exercise or purchase price of each such outstanding Award, the maximum number of Shares with respect to which Awards may be granted to any Participant in any calendar year, as well as any other terms that the Administrator determines require adjustment shall be proportionately adjusted for: (i) any increase or decrease in the number of issued Shares resulting from a stock split, reverse stock split, stock dividend, recapitalization, combination or reclassification of the Shares, or similar transaction affecting the Shares; (ii) any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company; or (iii) any other transaction with respect to Common Stock including a corporate merger, consolidation, acquisition of property or stock, separation (including a spin-off or other distribution of stock or property), reorganization, liquidation (whether partial or complete) or any similar transaction; *provided, however,* that (i) conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration" and (ii) the Administrator will make such adjustments to an Award required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the Award. In the event of any distribution of cash or other assets to shareholders other than a normal cash dividend, the Administrator shall also make such adjustments as provided in this Section 10 or substitute, exchange or grant Awards to effect such adjustments (collectively "adjustments"). Any such adjustments to outstanding Awards will be effected in a manner that precludes the enlargement of rights and benefits under such Awards. In connection with the foregoing adjustments, the Administrator may, in its discretion, prohibit the exercise of Awards or other issuance of Shares, cash or other consideration pursuant to Awards during certain periods of time. Except as the Administrator determines, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason hereof shall be made with respect to, the number or price of Shares subject to an Award.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it previously has not been exercised, an Award will terminate immediately prior to the consummation of such proposed action.

11. Change in Control. If a Change in Control or a merger of the Company with or into another corporation or other entity occurs, all Shares acquired under the Plan and all Options and other Awards outstanding on the effective date of the transaction shall be treated in the manner described in the definitive transaction agreement (or, in the event the transaction does not entail a definitive agreement to which the Company is a party, in the manner determined by the Board in its capacity as the Administrator, with such determination having final and binding effect on all parties), which agreement or determination need not treat all Options and other Awards (or all portions of an Option or other Award) in an identical manner. The treatment specified in the transaction agreement or as determined by the Board may include (without limitation) one or more of the following with respect to each outstanding Option or Award:

(a) Continuation of the Option or Award by the Company (if the Company is the surviving corporation).

(b) Assumption of the Option by the surviving corporation or its parent in a manner that complies with Code Section 424(a) (whether or not the Option is an Incentive Stock Option).

(c) Substitution by the surviving corporation or its parent of a new option for the Option in a manner that complies with Code Section 424(a) (whether or not the Option is an Incentive Stock Option).

(d) Cancellation of the Option and a payment to the Participant with respect to each Share subject to the portion of the Option that is vested as of the transaction date equal to the excess of (A) the value, as determined by the Board in its absolute discretion, of the property (including cash) received by the holder of a share of Common Stock as a result of the transaction, over (B) the per-Share Exercise Price of the Option (such excess, the "Spread"). Such payment shall be made in the form of cash, cash equivalents, or securities of the surviving corporation or its parent having a value equal to the Spread. In addition, any escrow, holdback, earn-out or similar provisions in the transaction agreement may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of Common Stock. If the Spread applicable to an Option is zero or a negative number, then the Option may be cancelled without making a payment to the Participant.

(e) Cancellation of the Option without the payment of any consideration; provided that the Participant shall be notified of such treatment and given an opportunity to exercise the Option (to the extent the Option is vested or becomes vested as of the effective date of the transaction) during a period of not less than five (5) business days preceding the effective date of the transaction, unless (A) a shorter period is required to permit a timely closing of the transaction and (B) such shorter period still offers the Participant a reasonable opportunity to exercise the Option. Any exercise of the Option during such period may be contingent upon the closing of the transaction.

(f) Suspension of the Participant's right to exercise the Option during a limited period of time preceding the closing of the transaction if such suspension is administratively necessary to permit the closing of the transaction.

(g) Termination of any right the Participant has to exercise the Option prior to vesting in the Shares subject to the Option (i.e., "early exercise"), such that following the closing of the transaction the Option may only be exercised to the extent it is vested.

For the avoidance of doubt, the Board has discretion to accelerate, in whole or part, the vesting and exercisability of an Option or other Award in connection with a transaction covered by this Section 11.

12. Tax.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof) or such earlier time as any tax withholding obligations are due, the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the statutory amount required to be withheld, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Administrator determines in its sole discretion, or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

(c) Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A, the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

13. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

14. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

15. Term of Plan. Subject to Section 19 of the Plan, the Plan will become effective upon its adoption by the Board. It will continue in effect for a term of ten (10) years from the date adopted by the Board, unless terminated earlier under Section 16 of the Plan.

16. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Administrator may at any time amend, alter, or suspend the Plan. The Company may at any time terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension of termination of the Plan will materially impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

17. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

18. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction or to complete or comply with the requirements of any registration or other qualification of the Shares under any state, federal or foreign law or under the rules and regulations of the Securities and Exchange Commission, the stock exchange on which Shares of the same class are then listed, or any other governmental or regulatory body, which authority, registration, qualification or rule compliance is deemed by the Company's counsel to be necessary or advisable for the issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority, registration, qualification or rule compliance will not have been obtained.

19. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

20. Information to Participants. If and as required (i) pursuant to Rule 701 of the Securities Act, if the Company is relying on the exemption from registration provided pursuant to Rule 701 of the Securities Act with respect to the applicable Award, and/or (ii) pursuant to Rule 12h-1(f) of the Exchange Act, to the extent the Company is relying on the Rule 12h-(1)(f) Exemption, then during the period of reliance on the applicable exemption and in each case of (i) and (ii) until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act,, the Company shall provide to each Participant the information described in paragraphs (e)(3), (4), and (5) of Rule 701 under the Securities Act not less frequently than every six (6) months with the financial statements being not more than 180 days old and with such information provided either by physical or electronic delivery to the Participants or by written notice to the Participants of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. The Company may request that Participants agree to keep the information to be provided pursuant to this section confidential. If a Participant does not agree to keep the information to be provided pursuant to this section confidential, then the Company will not be required to provide the information unless otherwise required pursuant to Rule 12h-1(f)(1) under the Exchange Act (if the Company is relying on the Rule 12h-1(f) Exemption) or Rule 701 of the Securities Act (if the Company is relying on the exemption pursuant to Rule 701 of the Securities Act).

CG ONCOLOGY, INC. 2015 EQUITY INCENTIVE PLAN:

FORM OF STOCK GRANT

The Purchaser is acquiring shares of the Common Stock of CG Oncology, Inc. on the following terms:

Name of Purchaser:

Total Number of Purchased Shares:

Purchase Price per Share: $

Date of Offer:

Date of Purchase:

Vesting Commencement Date:

Vesting Schedule: The Right of Repurchase shall lapse with respect to the first ____% of the Purchased Shares when the Purchaser completes ___ months of continuous Service beginning with the Vesting Commencement Date set forth above. The Right of Repurchase shall lapse with respect to an additional ___% of the Purchased Shares when the Purchaser completes each month of continuous Service thereafter.

The Purchase Price must be paid on or before the Date of Purchase set forth above. If the Purchaser fails to make payment before the Date of Purchase, this offer automatically terminates.

By signing below, the Purchaser and the Company agree that the acquisition of the Purchased Shares is governed by the terms and conditions of the 2015 Equity Incentive Plan and the Restricted Stock Purchase Agreement. Both of these documents are attached to, and made a part of, this Summary of Stock Purchase. The Purchaser agrees to accept by email all documents relating to the Company, the Plan or this purchase and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the Securities and Exchange Commission). The Purchaser also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Purchaser by email of their availability. The Purchaser acknowledges that he or she may incur costs in connection with electronic delivery, including the cost of accessing the internet and printing fees, and that an interruption of internet access may interfere with his or her ability to access the documents. This consent shall remain in effect until the Purchaser gives the Company written notice that it should deliver paper documents.

PURCHASER:

_____

Address for Mailing Stock Certificate:

_____

_____

_____

CG ONCOLOGY, INC.

By: _____

Name:

Title:

CG ONCOLOGY, INC. 2015 EQUITY INCENTIVE PLAN:
RESTRICTED STOCK PURCHASE AGREEMENT

SECTION 1. ACQUISITION OF SHARES.

(a) Issuance. On the terms and conditions set forth in the Summary of Stock Purchase and this Agreement, the Company agrees to issue to the Purchaser the number of Shares set forth in the Summary of Stock Purchase. The issuance shall occur at the offices of the Company on the date of purchase set forth in the Summary of Stock Purchase or at such other place and time as the parties may agree.

(b) Consideration. The Purchaser agrees to pay the Purchase Price set forth in the Summary of Stock Purchase for each Purchased Share. The Purchase Price is agreed to be not less than 100% of the Fair Market Value of the Purchased Shares. Payment shall be made in cash or cash equivalents on the date of purchase set forth in the Summary of Stock Purchase.

(c) Stock Plan and Defined Terms. The transfer of the Purchased Shares is subject to the Plan, a copy of which the Purchaser acknowledges having received. The provisions of the Plan are incorporated into this Agreement by this reference. Except as otherwise defined in this Agreement (including without limitation Section 11 hereof), capitalized terms shall have the meaning ascribed to such terms in the Plan.

SECTION 2. RIGHT OF REPURCHASE.

(a) Scope of Repurchase Right. Until they vest in accordance with the Summary of Stock Purchase and Subsection (b) below, the Purchased Shares acquired under this Agreement shall be Restricted Shares and shall be subject to the Company's Right of Repurchase. The Company, however, may decline to exercise its Right of Repurchase or may exercise its Right of Repurchase only with respect to a portion of the Restricted Shares. The Company may exercise its Right of Repurchase only during the Repurchase Period following the termination of the Purchaser's Service, but the Right of Repurchase may be exercised automatically under Subsection (d) below. If the Right of Repurchase is exercised, the Company shall pay the Purchaser an amount equal to the lower of (i) the Purchase Price of each Restricted Share being repurchased or (ii) the Fair Market Value of such Restricted Share at the time the Right of Repurchase is exercised.

(b) Lapse of Repurchase Right. The Right of Repurchase shall lapse with respect to the Restricted Shares in accordance with the vesting schedule set forth in the Summary of Stock Purchase.

(c) Escrow. Upon issuance, the certificate(s) for Restricted Shares shall be deposited in escrow with the Company to be held in accordance with the provisions of this Agreement. Any additional or exchanged securities or other property described in Subsection (f) below shall immediately be delivered to the Company to be held in escrow. All ordinary cash dividends on Restricted Shares (or on other securities held in escrow) shall be paid directly to the Purchaser and shall not be held in escrow. Restricted Shares, together with any other assets held in escrow under this Agreement, shall be (i) surrendered to the Company for repurchase upon exercise of the Right of Repurchase or the Right of First Refusal or (ii) released to the Purchaser upon his or her request to the extent that the Shares have ceased to be Restricted Shares (but not more frequently than once every six months). In any event, all Purchased Shares that have ceased to be Restricted Shares, together with any other vested assets held in escrow under this Agreement, shall be released within 90 days after the earlier of (i) the termination of the Purchaser's Service or (ii) the lapse of the Right of First Refusal.

(d) Exercise of Repurchase Right. The Company shall be deemed to have exercised its Right of Repurchase automatically for all Restricted Shares as of the commencement of the Repurchase Period, unless the Company during the Repurchase Period notifies the holder of the Restricted Shares pursuant to Section 9 that it will not exercise its Right of Repurchase for some or all of the Restricted Shares. The Company shall pay to the holder of

the Restricted Shares the purchase price determined under Subsection (a) above for the Restricted Shares being repurchased. Payment shall be made in cash or cash equivalents and/or by canceling indebtedness to the Company incurred by the Purchaser in the purchase of the Restricted Shares. The certificate(s) representing the Restricted Shares being repurchased shall be delivered to the Company.

(e) Termination of Rights as Stockholder. If the Right of Repurchase is exercised in accordance with this Section 2 and the Company makes available the consideration for the Restricted Shares being repurchased, then the person from whom the Restricted Shares are repurchased shall no longer have any rights as a holder of the Restricted Shares (other than the right to receive payment of such consideration). Such Restricted Shares shall be deemed to have been repurchased pursuant to this Section 2, whether or not the certificate(s) for such Restricted Shares have been delivered to the Company or the consideration for such Restricted Shares has been accepted.

(f) Additional or Exchanged Securities and Property. In the event of a merger or consolidation of the Company, a sale of all or substantially all of the Company's stock or assets, any other corporate reorganization, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Restricted Shares or into which such Restricted Shares thereby become convertible shall immediately be subject to the Right of Repurchase. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Restricted Shares. Appropriate adjustments shall also be made to the price per share to be paid upon the exercise of the Right of Repurchase, provided that the aggregate purchase price payable for the Restricted Shares shall remain the same. In the event of any transaction described in Section 11 of the Plan or any other corporate reorganization, the Right of Repurchase may be exercised by the Company's successor.

(g) Transfer of Restricted Shares. The Purchaser shall not transfer, assign, encumber or otherwise dispose of any Restricted Shares without the Company's written consent, except as provided in the following sentence. The Purchaser may transfer Restricted Shares to one or more members of the Purchaser's Immediate Family or to a trust established by the Purchaser for the benefit of the Purchaser and/or one or more members of the Purchaser's Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Purchaser transfers any Restricted Shares, then this Agreement shall apply to the Transferee to the same extent as to the Purchaser.

(h) Assignment of Repurchase Right. The Board of Directors may freely assign the Company's Right of Repurchase, in whole or in part. Any person who accepts an assignment of the Right of Repurchase from the Company shall assume all of the Company's rights and obligations under this Section 2.

(i) Part-Time Employment and Leaves of Absence. If the Purchaser commences working on a part-time basis, then the Company may adjust the vesting schedule set forth in the Summary of Stock Purchase. If the Purchaser goes on a leave of absence, then the Company may adjust the vesting schedule set forth in the Summary of Stock Purchase in accordance with the Company's leave of absence policy or the terms of such leave. Except as provided in the preceding sentence, Service shall be deemed to continue while the Purchaser is on a bona fide leave of absence, if (i) such leave was approved by the Company in writing and (ii) continued crediting of Service is expressly required by the terms of such leave or by applicable law (as determined by the Company). Service shall be deemed to terminate when such leave ends, unless the Purchaser immediately returns to active work.

SECTION 3. RIGHT OF FIRST REFUSAL.

(a) Right of First Refusal. In the event that the Purchaser proposes to sell, pledge or otherwise transfer to a third party any Purchased Shares, or any interest in Purchased Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Purchased Shares. If the Purchaser desires to transfer Purchased Shares, the Purchaser shall give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Purchased Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Purchaser and by the proposed Transferee and must constitute a binding commitment of both parties to the transfer of the Purchased Shares. The Company shall have the right to purchase all, and not less than all, of the Purchased Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

(b) Transfer of Shares. If the Company fails to exercise its Right of First Refusal within 30 days after receiving the Transfer Notice, the Purchaser may, not later than 90 days after the Company received the Transfer Notice, conclude a transfer of the Purchased Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities laws and not in violation of any other contractual restrictions to which the Purchaser is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Purchaser, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Purchased Shares on the terms set forth in the Transfer Notice within 60 days after the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Purchased Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Purchased Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) Additional or Exchanged Securities and Property. In the event of a merger or consolidation of the Company, a sale of all or substantially all of the Company's stock or assets, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Purchased Shares subject to this Section 3 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Purchased Shares subject to this Section 3.

(d) Termination of Right of First Refusal. Any other provision of this Section 3 notwithstanding, in the event that the Stock is readily tradable on an established securities market when the Purchaser desires to transfer Purchased Shares, the Company shall have no Right of First Refusal, and the Purchaser shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) Permitted Transfers. This Section 3 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Purchaser's Immediate Family or to a trust established by the Purchaser for the benefit of the Purchaser and/or one or more members of the Purchaser's Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Purchaser transfers any Purchased Shares, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to the Purchaser.

(f) Termination of Rights as Stockholder. If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 3, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(g) Assignment of Right of First Refusal. The Board of Directors may freely assign the Company's Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company's rights and obligations under this Section 3.

SECTION 4. OTHER RESTRICTIONS ON TRANSFER.

(a) Purchaser Representations. In connection with the issuance and acquisition of Shares under this Agreement, the Purchaser hereby represents and warrants to the Company as follows:

(i) The Purchaser is acquiring and will hold the Purchased Shares for investment for his or her account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act.

(ii) The Purchaser understands that the Purchased Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Purchased Shares must be held indefinitely, unless their sale or other transfer is subsequently registered under the Securities Act or the Purchaser obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required. The Purchaser further acknowledges and understands that the Company is under no obligation to register the Purchased Shares.

(iii) The Purchaser is aware of Rule 144 under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions. These conditions may include (without limitation) that certain current public information about the issuer be available, that the resale occur only after a holding period required by Rule 144 has been satisfied, that the sale occur through an unsolicited "broker's transaction," and that the amount of securities being sold during any three month period not exceed specified limitations. The Purchaser acknowledges and understands that the conditions for resale set forth in Rule 144 have not been satisfied as of either the Date of Offer or the Date of Purchase and that the Company is not required to take action to satisfy any such conditions.

(iv) The Purchaser will not sell, transfer or otherwise dispose of the Purchased Shares in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules promulgated thereunder, including Rule 144 under the Securities Act. The Purchaser agrees that he or she will not dispose of the Purchased Shares unless and until he or she has complied with all requirements of this Agreement applicable to the disposition of Purchased Shares and he or she has provided the Company with written assurances, in substance and form satisfactory to the Company, that (A) the proposed disposition does not require registration of the Purchased Shares under the Securities Act or all appropriate action necessary for compliance with the registration requirements of the Securities Act or with any exemption from registration available under the Securities Act (including Rule 144) has been taken and (B) the proposed disposition will not result in the contravention of any transfer restrictions applicable to the Purchased Shares under applicable state law.

(v) The Purchaser has received and has had access to such information as he or she considers necessary or appropriate for deciding whether to invest in the Purchased Shares, and the Purchaser has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Purchased Shares.

(vi) The Purchaser is aware that his or her investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. The Purchaser is able, without impairing his or her financial condition, to hold the Purchased Shares for an indefinite period and to suffer a complete loss of his or her investment in the Purchased Shares.

(b) Securities Law Restrictions. Regardless of whether the offer and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any State or other relevant jurisdiction, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of the Purchased Shares (including the placement of appropriate legends on the stock certificates (or electronic equivalent) or the imposition of stop transfer instructions) and may refuse (or may be required to refuse) to transfer Shares acquired hereunder (or Shares proposed to be transferred in a subsequent transfer) if, in the judgment of the Company, such restrictions, legends or refusal are necessary or appropriate to achieve compliance with the Securities Act or other relevant securities or other laws, including without limitation under Regulation S of the Securities Act or pursuant to another available exemption from registration.

(c) Market Stand-Off. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Purchaser or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Purchased Shares without the prior written consent of the Company or its managing underwriter. Such restriction (the "Market Stand-Off") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company's initial public offering. In the event of the declaration of a stock dividend, a spin off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Purchased Shares until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Subsection (c). This Subsection (c) shall not apply to Shares registered in the public offering under the Securities Act.

(d) Rights of the Company. The Company shall not be required to (i) transfer on its books any Purchased Shares that have been sold or transferred in contravention of this Agreement or (ii) treat as the owner of Purchased Shares, or otherwise to accord voting, dividend or liquidation rights to, any transferee to whom Purchased Shares have been transferred in contravention of this Agreement.

SECTION 5. SUCCESSORS AND ASSIGNS.

Except as otherwise expressly provided to the contrary, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and be binding upon the Purchaser and the Purchaser's legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof.

SECTION 6. NO RETENTION RIGHTS.

Nothing in this Agreement or in the Plan shall confer upon the Purchaser any right to continue providing services to the Company for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Purchaser) or of the Purchaser, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

SECTION 7. TAX ELECTION.

The acquisition of the Purchased Shares may result in adverse tax consequences that may be avoided or mitigated by filing an election under Code Section 83(b). Such election may be filed only within 30 days after the date of purchase set forth in the Summary of Stock Purchase. The form for making the Code Section 83(b) election is attached to this Agreement as Exhibit 1. The Purchaser should consult with his or her tax advisor to determine the tax consequences of acquiring the Purchased Shares and the advantages and disadvantages of filing the Code Section 83(b) election. The Purchaser acknowledges that it is his or her sole responsibility, and not the Company's, to file a timely election under Code Section 83(b), even if the Purchaser requests the Company or its representatives to make this filing on his or her behalf.

SECTION 8. LEGENDS.

All certificates evidencing Purchased Shares shall bear the following legends:

"THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES AND CERTAIN REPURCHASE RIGHTS UPON TERMINATION OF SERVICE WITH THE COMPANY. IN ADDITION, THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A LIMITED PERIOD FOLLOWING THE EFFECTIVE DATE OF THE UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE."

All certificates evidencing the Purchased Shares acquired under this Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY SECURITIES LAWS OF ANY U.S. STATE, AND MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED. IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY (CONFIRMED BY OPINION OF COUNSEL) OF AN ALTERNATIVE EXEMPTION FROM REGISTRATION UNDER THE ACT (INCLUDING WITHOUT LIMITATION IN ACCORDANCE WITH

REGULATION S UNDER THE ACT), THESE SHARES MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF. HEDGING TRANSACTIONS INVOLVING THESE SHARES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT."

If required by the authorities of any State in connection with the issuance of the Purchased Shares, the legend or legends required by such State authorities shall also be endorsed on all such certificates.

SECTION 9. MISCELLANEOUS PROVISIONS.

(a) Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State.

(b) Notice. Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid, (iii) deposit with Federal Express Corporation, with shipping charges prepaid or (iv) deposit with any internationally recognized express mail courier service. Notice shall be addressed to the Company at its principal executive office and to the Purchaser at the address that he or she most recently provided to the Company in accordance with this Subsection (b).

(c) Entire Agreement. The Summary of Stock Purchase, this Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

SECTION 10. ACKNOWLEDGEMENTS OF THE PURCHASER.

In addition to the other terms, conditions and restrictions imposed on the Shares acquired pursuant to this Agreement, the Purchaser expressly acknowledges being subject to Sections 2 (Right of Repurchase), 3 (Right of First Refusal) and 4 (Other Restrictions on Transfer, including without limitation the Market Stand-Off), as well as the following provisions:

(a) Plan Discretionary. The Purchaser understands and acknowledges that (i) the Plan is entirely discretionary, (ii) the Company and the Purchaser's employer have reserved the right to amend, suspend or terminate the Plan at any time, (iii) the transfer of the Purchased Shares does not in any way create any contractual or other right to receive additional awards under the Plan at any time or in any amount and (iv) all determinations with respect to any additional awards, including (without limitation) the times when awards will be granted, the number of Shares offered and the vesting schedule, will be at the sole discretion of the Company.

(b) Termination of Service. The Purchaser understands and acknowledges that participation in the Plan ceases upon termination of his or her Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

(c) Extraordinary Compensation. The value of the Purchased Shares shall be an extraordinary item of compensation outside the scope of the Purchaser's employment contract, if any, and shall not be considered a part of his or her normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(d) Authorization to Disclose. The Purchaser hereby authorizes and directs the Purchaser's employer to disclose to the Company or any Subsidiary any information regarding the Purchaser's employment, the nature and amount of the Purchaser's compensation and the fact and conditions of the Purchaser's participation in the Plan, as the Purchaser's employer deems necessary or appropriate to facilitate the administration of the Plan.

(e) Personal Data Authorization. The Purchaser consents to the collection, use and transfer of personal data as described in this Subsection (e). The Purchaser understands and acknowledges that the Company, the Purchaser's employer and the Company's other Subsidiaries hold certain personal information regarding the Purchaser for the purpose of managing and administering the Plan, including (without limitation) the Purchaser's name, home address, telephone number, date of birth, social insurance number, salary, nationality, job title, any Shares or directorships held in the Company and details of all options or any other entitlements to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Purchaser's favor (the "Data"). The Purchaser further understands and acknowledges that the Company and/or its Subsidiaries will transfer Data among themselves as necessary for the purpose of implementation, administration and management of the Purchaser's participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. The Purchaser understands and acknowledges that the recipients of Data may be located in the United States or elsewhere. The Purchaser authorizes such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering the Purchaser's participation in the Plan, including a transfer to any broker or other third party with whom the Purchaser elects to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on the Purchaser's behalf. The Purchaser may, at any time, view the Data, require any necessary modifications of Data or withdraw the consents set forth in this Subsection (e) by contacting the Company in writing.

SECTION 11. DEFINITIONS.

(a) "Agreement" shall mean this Stock Purchase Agreement.

(b) "Board of Directors" shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.

(c) "Company" shall mean CG Oncology, Inc., a Delaware corporation.

(d) "Immediate Family" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

(e) "Plan" shall mean the CG Oncology, Inc. 2015 Equity Incentive Plan.

(f) "Purchased Shares" shall mean the Shares purchased by the Purchaser pursuant to this Agreement.

(g) "Purchase Price" shall mean the amount for which one Share may be purchased pursuant to this Agreement, as specified in the Summary of Stock Purchase.

(h) "Purchaser" shall mean the person named in the Summary of Stock Purchase.

(i) "Repurchase Period" shall mean a period of 90 consecutive days commencing on the date when the Purchaser's Service terminates for any reason, including (without limitation) death or disability.

(j) "Restricted Share" shall mean a Purchased Share that is subject to the Right of Repurchase.

(k) "Right of First Refusal" shall mean the Company's right of first refusal described in Section 3.

(l) "Right of Repurchase" shall mean the Company's right of repurchase described in Section 2.

(m) "Service" means service as an Employee, Outside Director or Consultant.

(n) "Transferee" shall mean any person to whom the Purchaser has directly or indirectly transferred any Purchased Share.

(o) "Transfer Notice" shall mean the notice of a proposed transfer of Purchased Shares described in Section 3.

EXHIBIT 1
SECTION 83(b) ELECTION

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, and pursuant to Treasury Regulations Section 1.83-2, to include in gross income as compensation for services the excess (if any) of the fair market value of the shares described below over an amount paid for those shares.

(a) The taxpayer who performed the services is:

Name:
Address:

Social Security No.:

(b) The property with respect to which the election is made is shares of the common stock of CG Oncology, Inc.

(c) The property was transferred to the taxpayer on , .

(d) The taxable year for which the election is made is the calendar year .

(e) The property is subject to a repurchase right pursuant to which the issuer has the right to acquire the property if for any reason taxpayer's service with the issuer terminates. The issuer's repurchase right lapses in a series of installments over a -year period ending on , .

(f) The fair market value of such property at the time of transfer (determined without regard to any restriction other than a restriction that by its terms will never lapse) is $ per share x shares = $.

(g) For the property transferred, the taxpayer paid $ per share × shares = $.

(h) The amount to include in gross income is $. [The amount in Item f less the amount in Item g]

(i) A copy of this statement was furnished to CG Oncology, Inc., for whom taxpayer rendered the services underlying the transfer of such property.

(j) This statement is executed on , .

Signature of Spouse (if any)

Signature of Taxpayer

Within 30 days after the date of transfer of the property, this election must be filed with the Internal Revenue Service office where the taxpayer files his or her annual federal income tax return. The filing should be made by registered or certified mail, return receipt requested. The taxpayer must (a) include a copy of the completed form with his or her federal income tax return for the taxable year in which the property is transferred and (b) deliver an additional copy to the Company.

CG ONCOLOGY, INC.
2015 EQUITY INCENTIVE PLAN

FORM OF STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms defined in the CG Oncology, Inc. 2015 Equity Incentive Plan (the "Plan") will have the same defined meanings in this Stock Option Agreement (the "Agreement"), including the Notice of Stock Option Grant (the "Notice of Grant") and Terms and Conditions of Stock Option Grant, attached hereto as Exhibit A.

NOTICE OF STOCK OPTION GRANT

Participant:

Address:

Participant has been granted an Option to purchase Common Stock of CG Oncology, Inc. (the "Company"), subject to the terms and conditions of the Plan and this Agreement, as follows:

Grant Number:

Date of Grant:

Vesting Commencement Date:

Number of Shares Granted:

Exercise Price per Share: $

Total Exercise Price: $

Type of Option:

___ Incentive Stock Option

___ Nonstatutory Stock Option

Term/Expiration Date:

Vesting Schedule:

Subject to accelerated vesting as set forth below or in the Plan, this Option will be exercisable, in whole or in part, in accordance with the following schedule:

Twenty-five percent (25%) of the Shares subject to the Option shall vest twelve (12) months after the Vesting Commencement Date, and thereafter 1/36 of the remaining unvested Shares subject to the Option shall vest on each of the next thirty-six (36) monthly anniversaries of the Vesting Commencement Date (and if there is no corresponding day, on the last day of the month), subject to Participant continuing to be a Service Provider through each such date.

Notwithstanding the foregoing, the vesting of the Shares subject to the Option shall be subject to any vesting acceleration provisions applicable to this Option contained in the Plan and/or any employment or service agreement, offer letter, change in control severance agreement or policy, or any other agreement or policy that, prior to and effective as of the date of this Agreement, has been entered into or agreed upon, as the case may be, between Participant and the Company or any parent or subsidiary corporation of the Company (such agreement or policy, a "Separate Agreement") to the extent not otherwise duplicative of the vesting terms described above (by way of example, if a Separate Agreement provides for different acceleration of vesting provisions for all of Participant's stock options upon a termination of Participant as a Service Provider for "good reason" that is defined differently, and the Participant's status as a Service Provider terminates in a manner that would trigger "good reason" under the Separate Agreement but not under this Agreement, the Participant would remain entitled to the acceleration of vesting under the Separate Agreement).

Termination Period:

Except as provided in a Separate Agreement, this Option will be exercisable for thirty (30) calendar days after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case this Option will be exercisable for twelve (12) months after Participant ceases to be a Service Provider. Notwithstanding the foregoing sentence, if the exercise of the Option within the applicable time periods set forth in the preceding sentence is prevented by Section 18 of the Plan, the Option shall remain exercisable until thirty (30) days (or such longer period of time as determined by the Administrator, in its discretion) after the date Participant is notified by the Company that the Option is exercisable, but in any event no later than the expiration of the term of the Option as set forth in the Notice of Grant. Notwithstanding anything herein to the contrary, in no event may this Option be exercised after the Term/Expiration Date as provided above and may be subject to earlier termination as provided in Section 11 of the Plan.

By Participant's signature and the signature of the Company's representative below, Participant and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Agreement, including exhibits hereto, all of which are made a part of this document. Participant has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of the Plan and Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT		CG ONCOLOGY, INC.	
Signature:	_____	By:	_____
Print Name:	_____	Name:	_____
Address:	_____	Title:	_____

EXHIBIT A

TERMS AND CONDITIONS OF STOCK OPTION GRANT

1. Grant of Option. The Company hereby grants to the Participant named in the Notice of Grant (the "Participant") an option (the "Option") to purchase the number of Shares, as set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the "Exercise Price"), subject to all of the terms and conditions in this Agreement, the Plan, and the Separate Agreement (as applicable), which are incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan will prevail.

(a) The Option will be designated as either an Incentive Stock Option ("ISO") or a Nonstatutory Stock Option ("NSO"). If designated in the Notice of Grant as an ISO, this Option is intended to qualify as an ISO under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). However, if this Option is intended to be an Incentive Stock Option, to the extent that it exceeds the $100,000 rule of Code Section 422(d) it will be treated as an NSO. Further, if for any reason this Option (or portion thereof) will not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event will the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

(b) For non-U.S. taxpayers and Participants not subject to U.S. taxation, the Option will be designated as an NSO.

2. Vesting Schedule. Except as provided in Section 3, the Option awarded by this Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

3. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

4. Exercise of Option.

(a) Right to Exercise. This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Agreement.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice, in the form attached as Exhibit B (the "Exercise Notice") or in a manner and pursuant to such procedures as the Administrator may determine, which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice will be completed by Participant and delivered to the Company. The Exercise Notice will be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares together and of any Tax-Related Items (as defined in Section 6(a)). This Option will be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price.

5. Method of Payment. Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant:

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(d) if Participant is a U.S. employee, surrender of other Shares which have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company.

6. Tax Obligations.

(a) Responsibility for Taxes. Notwithstanding any contrary provision of this Agreement, no certificate representing the Shares will be issued to Participant, unless and until satisfactory arrangements (as determined by the Administrator) will have been made by Participant with respect to the payment of income, employment, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant including, without limitation, in connection with the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired under the Plan and/or the receipt of any dividends on such Shares which the Company determines must be withheld ("Tax-Related Items"). To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any Tax-Related Items by reducing the number of Shares otherwise deliverable to Participant. If Participant fails to make satisfactory arrangements for the payment of any required Tax-Related Items hereunder at the time of the Option exercise, Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such amounts are not delivered at the time of exercise. Participant authorizes the Company and/or the Employer to withhold any Tax-Related Items legally payable by Participant from his or her wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares. Further, if Participant is subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges and agrees that the Company and/or Participant's employer (the "Employer"), or former employer, as applicable, may be required to withhold or account for tax in more than one jurisdiction. Regardless of any action of the Company or the Employer, Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the date of exercise, Participant will immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(c) Code Section 409A. Under Code Section 409A, an option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the fair market value of a share on the date of grant (a "Discount Option") may be considered "deferred compensation." A Discount Option may result in (i) income recognition by Participant prior to the exercise of the option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The Discount Option may also result in additional state income, penalty and interest charges to Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share Exercise Price of this Option equals or exceeds the Fair Market Value of a Share on the Date of Grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share Exercise Price that was less than the Fair Market Value of a Share on the Date of Grant, Participant will be solely responsible for Participant's costs related to such a determination.

7. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

8. Right of First Refusal.

(a) Right of First Refusal. In the event that the Participant proposes to sell, pledge or otherwise transfer to a third party any Shares acquired under this Agreement, or any interest in such Shares, the Company shall have a right of first refusal with respect to all (and not less than all) of such Shares (the "Right of First Refusal"). If the Participant desires to transfer Shares acquired under this Agreement, the Participant shall give a written notice (the "Transfer Notice") of a proposed transfer of the Shares to the Company describing fully the proposed transfer, including the number of Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed person to whom the Participant wants to transfer the Shares to (whether directly or indirectly, such person, the "Transferee") and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Participant and by the proposed Transferee and must constitute a binding commitment of both parties to the transfer of the Shares. The Company shall have the right to purchase all, and not less than all, of the Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

(b) Transfer of Shares. If the Company fails to exercise its Right of First Refusal within 30 days after the date when it received the Transfer Notice, the Participant may, not later than 90 days following receipt of the Transfer Notice by the Company, conclude a transfer of the Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities laws and not in violation of any other contractual restrictions to which the Participant is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Participant, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Shares on the terms set forth in the Transfer Notice within 60 days after the date when the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) Additional or Exchanged Securities and Property. In the event of a Change in Control or a merger of the Company with or into another corporation or other entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Shares subject to this Section 8 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Shares subject to this Section 8.

(d) Termination of Right of First Refusal. Any other provision of this Section 8 notwithstanding, in the event that the Common Stock is readily tradable on an established securities market when the Participant desires to transfer Shares, the Company shall have no Right of First Refusal, and the Participant shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) Permitted Transfers. This Section 8 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Participant's Immediate Family or to a trust established by the Participant for the benefit of the Participant and/or one or more members of the Participant's Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Participant transfers any Shares acquired under this Agreement, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to the Participant. For purposes of this Agreement, "Immediate Family" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

(f) Termination of Rights as Stockholder. If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 8, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(g) Assignment of Right of First Refusal. The Board may freely assign the Company's Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company's rights and obligations under this Section 8.

9. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE, SUBJECT TO APPLICABLE LAWS.

10. Service Acknowledgments. In accepting the Option, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(c) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the Option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;

(f) the Option and Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(g) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(h) if the underlying Shares do not increase in value, the Option will have no value;

(i) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Exercise Price;

(j) for purposes of the Option, Participant's engagement as a Service Provider will be considered terminated as of the Service End Date, and unless otherwise expressly provided in this Agreement or determined by the Administrator, (i) Participant's right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider or Participant's engagement agreement, if any, unless Participant is providing bona fide services during such time); and (ii) the period (if any) during which Participant may exercise the Option after such termination of Participant's engagement as a Service Provider will commence on the Service End Date and will not be extended by any notice period mandated under employment laws in the jurisdiction where Participant is employed or terms of Participant's engagement agreement, if any; the Administrator shall have the exclusive discretion to determine the Service End Date (including the determination whether Participant may still be considered to be providing services while on a leave of absence);

(k) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(l) the following provisions apply only if Participant is providing services outside the United States:

(i) the Option and the Shares subject to the Option are not part of normal or expected compensation or salary for any purpose;

(ii) Participant acknowledges and agrees that none of the Company, the Employer, or any Parent or Subsidiary shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise; and

(iii) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of Participant's engagement as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's engagement agreement, if any), and in consideration of the grant of the Option to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, any Parent, any Subsidiary or the Employer, waives his or her ability, if any, to bring any such claim, and releases the Company, any Subsidiary and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

(m) The Participant consents to the collection, use and transfer of personal data as described in this Subsection (m). The Participant understands and acknowledges that the Company, the Participant's employer and the Company's other Subsidiaries hold certain personal information regarding the Participant for the purpose of managing and administering the Plan, including (without limitation) the Participant's name, home address, telephone number, date of birth, social insurance number, salary, nationality, job title, any Shares or directorships held in the Company and details of all options or any other entitlements to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor (the "Data"). The Participant further understands and acknowledges that the Company and/or its Subsidiaries will transfer Data among themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. The Participant understands and acknowledges that the recipients of Data may be located in the United States or elsewhere. The Participant authorizes such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering the Participant's participation in the Plan, including a transfer to any broker or other third party with whom the Participant elects to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on the Participant's behalf. The Participant may, at any time, view the Data, require any necessary modifications of Data or withdraw the consents set forth in this Subsection (m) by contacting the Company in writing.

11. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations or assessments regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

12. Address for Notices. Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at CG Oncology, Inc., 400 Spectrum Center Drive, Suite 2040, Irvine, CA 92618, or at such other address as the Company may hereafter designate in writing.

13. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant.

14. Restrictions on Transfer of Shares.

(a) Securities Law Restrictions. Regardless of whether the offer and sale of Shares under the Plan have been registered under the Securities Act of 1933, as amended (the "Securities Act") or have been registered or qualified under the securities laws of any State or other relevant jurisdiction, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on the stock certificates (or electronic equivalent) or the imposition of stop-transfer instructions) and may refuse (or may be required to refuse) to transfer Shares acquired hereunder (or Shares proposed to be transferred in a subsequent transfer) if, in the judgment of the Company, such restrictions, legends or refusal are necessary or appropriate to achieve compliance with the Securities Act or other relevant securities or other laws, including without limitation under Regulation S of the Securities Act or pursuant to another available exemption from registration.

(b) Market Stand-Off. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Participant or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase

of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares acquired under this Agreement without the prior written consent of the Company or its managing underwriter. Such restriction (the "Market Stand-Off") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company's initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Agreement until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Subsection (b). This Subsection (b) shall not apply to Shares registered in the public offering under the Securities Act.

(c) Investment Intent at Grant. The Participant represents and agrees that the Shares to be acquired upon exercising this Option will be acquired for investment, and not with a view to the sale or distribution thereof.

(d) Investment Intent at Exercise. In the event that the sale of Shares under the Plan is not registered under the Securities Act but an exemption is available that requires an investment representation or other representation, the Participant shall represent and agree at the time of exercise that the Shares being acquired upon exercising this option are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Company and its counsel, including (if applicable because the Company is relying on Regulation S under the Securities Act) that as of the date of exercise the Participant is (i) not a U.S. Person; (ii) not acquiring the Shares on behalf, or for the account or benefit, of a U.S. Person; and (iii) is not exercising the option in the United States.

(e) Legends. All certificates evidencing Shares purchased under this Agreement shall bear the following legend:

"THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES. IN ADDITION, THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A LIMITED PERIOD FOLLOWING THE EFFECTIVE DATE OF THE UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE."

All certificates evidencing Shares purchased under this Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

> "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY SECURITIES LAWS OF ANY U.S. STATE, AND MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED. IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY (CONFIRMED BY OPINION OF COUNSEL) OF AN ALTERNATIVE EXEMPTION FROM REGISTRATION UNDER THE ACT (INCLUDING WITHOUT LIMITATION IN ACCORDANCE WITH REGULATION S UNDER THE ACT), THESE SHARES MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF. HEDGING TRANSACTIONS INVOLVING THESE SHARES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT."

(f) Removal of Legends. If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing Shares sold under this Agreement is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but without such legend.

(g) Administration. Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 14 shall be conclusive and binding on the Participant and all other persons.

15. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

16. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the purchase by, or issuance of Shares to, Participant (or his or her estate) hereunder, such purchase or issuance will not occur unless and until such listing, registration, qualification, rule compliance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state, federal or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority or securities exchange. Assuming such compliance, for income tax purposes the Exercised Shares will be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares.

17. Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Agreement will have the meaning set forth in the Plan.

18. Administrator Authority. The Administrator will have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant and all other interested persons or entities (other than the Company). No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

19. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to Options awarded under the Plan or future options that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by such means of electronic delivery and agrees to participate in the Plan through any online or electronic system established and maintained by the Company which may, but do not necessarily, include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. Participant consents to the electronic delivery of the Plan documents and this Agreement. Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to Participant by contacting the Company by telephone or in writing. Participant further acknowledges that Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, Participant understands that Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, Participant understands that he or she is not required to consent to electronic delivery of documents.

20. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

21. Language. If Participant has received this Agreement, or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, subject to Applicable Laws.

22. Agreement Severable. In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

23. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

24. Governing Law and Venue. This Agreement will be governed by the laws of California, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation will be conducted in the courts of Orange County, California, or the federal courts for the United States for the Central District of California, and no other courts, where this Option is made and/or to be performed.

25. Modifications to the Agreement. This Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection with the Option.

26. Waiver. Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other Participant.

EXHIBIT B

CG ONCOLOGY, INC.
2015 EQUITY INCENTIVE PLAN

EXERCISE NOTICE

CG Oncology, Inc.
400 Spectrum Center Drive, Suite 2040
Irvine, CA 92618
Attention: Stock Administration

1. Exercise of Option. Effective as of today, _____, 20___, the undersigned ("Purchaser") hereby elects to purchase _____ shares (the "Shares") of the Common Stock of CG Oncology, Inc. (the "Company") under and pursuant to the 2015 Equity Incentive Plan (the "Plan") and the Stock Option Agreement dated (the "Agreement"). The purchase price for the Shares will be $_____, as required by the Agreement.

2. Delivery of Payment. Purchaser herewith delivers to the Company the full purchase price of the Shares and any required tax withholding to be paid in connection with the exercise of the Option.

3. Representations of Purchaser. Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Agreement and agrees to abide by and be bound by their terms and conditions.

4. Rights as Stockholder. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the Shares, no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares so acquired will be issued to Purchaser as soon as practicable after exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in Section 10 of the Plan.

5. Tax Consultation. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

6. Entire Agreement; Governing Law. The Plan and Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to the subject matter hereof, and may not be modified adversely to the Purchaser's interest except by means of a writing signed by the Company and Purchaser. This agreement is governed by the internal substantive laws, but not the choice of law rules, of California.

Submitted by:	Accepted by:
PURCHASER	CG ONCOLOGY, INC.
Signature: _____	By: _____
Print Name:	Name:
Address:	Title:
	Date Received:

CG ONCOLOGY, INC.
2022 INCENTIVE AWARD PLAN

ARTICLE I.
PURPOSE

The Plan's purpose is to enhance the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership opportunities and/or equity-linked compensatory opportunities. Capitalized terms used in the Plan are defined in Article XI.

ARTICLE II.
ELIGIBILITY

Service Providers are eligible to be granted Awards under the Plan, subject to the limitations described herein.

ARTICLE III.
ADMINISTRATION AND DELEGATION

3.1 Administration. The Plan is administered by the Administrator. The Administrator has authority to determine which Service Providers receive Awards, grant Awards and set Award terms and conditions, subject to the conditions and limitations in the Plan. The Administrator also has the authority to take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable. The Administrator may correct defects and ambiguities, supply omissions and reconcile inconsistencies in the Plan or any Award Agreement as it deems necessary or appropriate to administer the Plan and any Awards. The Administrator's determinations under the Plan are in its sole discretion and will be final and binding on all persons having or claiming any interest in the Plan or any Award.

3.2 Appointment of Committees. To the extent Applicable Laws permit, the Board or the Administrator may delegate any or all of its powers under the Plan to one or more Committees or committees of officers of the Company or any of its Subsidiaries. The Board or the Administrator, as applicable, may rescind any such delegation, abolish any such committee or Committee and/or re-vest in itself any previously delegated authority at any time.

ARTICLE IV.
STOCK AVAILABLE FOR AWARDS

4.1 Number of Shares. Subject to adjustment under Article VIII and the terms of this Article IV, Awards may be made under the Plan covering up to the Overall Share Limit. As of the Plan's effective date, the Company will cease granting awards under the Prior Plan; however, the Prior Plan Awards will remain subject to the terms of the Prior Plan. Shares issued under the Plan may consist of authorized but unissued Shares, Shares purchased on the open market or treasury Shares.

4.2 Share Recycling. If all or any part of an Award or a Prior Plan Award expires, lapses or is terminated, exchanged for or settled in cash, surrendered, repurchased, canceled without having been fully exercised or forfeited, in any case, in a manner that results in the Company acquiring Shares covered by the Award or Prior Plan Award at a price not greater than the price (as adjusted to reflect any Equity Restructuring) paid by the Participant for such Shares or not issuing any Shares covered by the Award or Prior Plan Award, the unused Shares covered by the Award or Prior Plan Award will, as applicable, become

or again be available for Award grants under the Plan. Further, Shares delivered (either by actual delivery or attestation) to the Company by a Participant to satisfy the applicable exercise or purchase price of an Award or Prior Plan Award and/or to satisfy any applicable tax withholding obligation with respect to an Award or Prior Plan Award (including Shares retained by the Company from the Award or Prior Plan Award being exercised or purchased and/or creating the tax obligation) will, as applicable, become or again be available for Award grants under the Plan. The payment of Dividend Equivalents in cash in conjunction with any outstanding Awards shall not count against the Overall Share Limit.

4.3 Incentive Stock Option Limitations. Notwithstanding anything to the contrary herein, no more than 54,505,146 Shares may be issued pursuant to the exercise of Incentive Stock Options.

4.4 Substitute Awards. In connection with an entity's merger or consolidation with the Company or the Company's acquisition of an entity's property or stock, the Administrator may grant Awards in substitution for any options or other stock or stock-based awards granted before such merger or consolidation by such entity or its affiliate. Substitute Awards may be granted on such terms as the Administrator deems appropriate, notwithstanding limitations on Awards in the Plan. Substitute Awards will not count against the Overall Share Limit (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under the Plan as provided above), except that Shares acquired by exercise of substitute Incentive Stock Options will count against the maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan (and Shares subject to such Awards shall not be added to the Shares available for Awards under the Plan as provided above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees, Consultants or Directors prior to such acquisition or combination.

4.5 Non-Employee Director Compensation. The Administrator may establish compensation for non-employee Directors from time to time, subject to the limitations in the Plan. The Administrator will from time to time determine the terms, conditions and amounts of all such non-employee Director compensation in its discretion and pursuant to the exercise of its business judgment, taking into account such factors, circumstances and considerations as it shall deem relevant from time to time.

ARTICLE V.
STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

5.1 General. The Administrator may grant Options or Stock Appreciation Rights to Service Providers subject to the limitations in the Plan, including any limitations in the Plan that apply to Incentive Stock Options. A Stock Appreciation Right will entitle the Participant (or other person entitled to exercise the Stock Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Stock Appreciation Right an amount determined by multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right is exercised, subject to any limitations of the Plan or that the Administrator may impose and payable in cash, Shares valued at Fair Market Value or a combination of the two as the Administrator may determine or provide in the Award Agreement.

5.2 Exercise Price. The Administrator will establish each Option's and Stock Appreciation Right's exercise price and specify the exercise price in the Award Agreement. Unless otherwise determined by the Administrator, the exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option (subject to Section 5.6) or Stock Appreciation Right. Notwithstanding the foregoing, in the case of an Option or a Stock Appreciation Right that is a Substitute Award, the exercise price per share of the Shares subject to such Option or Stock Appreciation Right, as applicable, may be less than the Fair Market Value per share on the date of grant; provided that the exercise price of any Substitute Award shall be determined in accordance with the applicable requirements of Sections 424 and 409A of the Code.

5.3 Duration. Each Option or Stock Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that, unless otherwise determined by the Administrator, the term of an Option or Stock Appreciation Right will not exceed ten (10) years (subject to Section 5.6). Notwithstanding the foregoing and unless determined otherwise by the Company, to the extent permitted under Applicable Laws, if the Participant, prior to the end of the term of an Option or Stock Appreciation Right, violates the non-competition, non-solicitation, confidentiality or other similar restrictive covenant provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right of the Participant and the Participant's transferees to exercise any Option or Stock Appreciation Right issued to the Participant shall terminate immediately upon such violation, unless the Company otherwise determines.

5.4 Exercise. Options and Stock Appreciation Rights may be exercised by delivering to the Company a written notice of exercise, in a form the Administrator approves (which may be electronic), signed by the person authorized to exercise the Option or Stock Appreciation Right, together with, as applicable, payment in full (i) as specified in Section 5.5 for the number of Shares for which the Award is exercised and (ii) as specified in Section 9.5 for any applicable taxes. Unless the Administrator otherwise determines, an Option or Stock Appreciation Right may not be exercised for a fraction of a Share.

5.5 Payment Upon Exercise. Subject to Section 10.8, any Company insider trading policy (including blackout periods) and Applicable Laws, the exercise price of an Option must be paid by:

(a) cash, wire transfer of immediately available funds or by check payable to the order of the Company, provided that the Company may limit the use of one of the foregoing payment forms if one or more of the payment forms below is permitted;

(b) if there is a public market for Shares at the time of exercise, unless the Company otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price; provided that such amount is paid to the Company at such time as may be required by the Administrator;

(c) to the extent permitted by the Administrator, delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their fair market value;

(d) to the extent permitted by the Administrator, surrendering Shares then issuable upon the Option's exercise valued at their fair market value on the exercise date;

(e) to the extent permitted by the Administrator, delivery of a promissory note or any other property that the Administrator determines is good and valuable consideration; or

(f) to the extent permitted by the Company, any combination of the above payment forms approved by the Administrator.

5.6 Additional Terms of Incentive Stock Options. The Administrator may grant Incentive Stock Options only to employees of the Company, any of its present or future parent or subsidiary corporations, as defined in Sections 424(e) or (f) of the Code, respectively, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code. If an Incentive Stock Option is granted to a Greater Than 10% Stockholder, the exercise price will not be less than 110% of the Fair Market Value on the Option's grant date, and the term of the Option will not exceed five (5) years. All Incentive Stock Options will be subject to and construed consistently with Section 422 of the Code. By accepting an Incentive Stock Option, the Participant agrees to give prompt notice to the Company of dispositions or other transfers (other than in connection with a Change in Control) of Shares acquired under the Option made within (i) two (2) years from the grant date of the Option or (ii) one (1) year after the transfer of such Shares to the Participant, specifying the date of the disposition or other transfer and the amount the Participant realized, in cash, other property, assumption of indebtedness or other consideration, in such disposition or other transfer. Neither the Company nor the Administrator will be liable to a Participant, or any other party, if an Incentive Stock Option fails or ceases to qualify as an "incentive stock option" under Section 422 of the Code. Any Incentive Stock Option or portion thereof that fails to qualify as an "incentive stock option" under Section 422 of the Code for any reason, including becoming exercisable with respect to Shares having a fair market value exceeding the $100,000 limitation under Treasury Regulation Section 1.422-4, will be a Non-Qualified Stock Option. The foregoing terms shall be incorporated into any Award Agreement evidencing an Option intended to be an Incentive Stock Option to the extent necessary to cause such Award to so qualify.

ARTICLE VI.
RESTRICTED STOCK; RESTRICTED STOCK UNITS

6.1 General. The Administrator may grant Restricted Stock, or the right to purchase Restricted Stock, to any Service Provider, subject to the Company's right to repurchase all or part of such Shares at their issue price or other stated or formula price from the Participant (or to require forfeiture of such Shares) if conditions the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award. In addition, the Administrator may grant to Service Providers Restricted Stock Units, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement.

6.2 Restricted Stock.

(a) Dividends. Participants holding Shares of Restricted Stock will be entitled to all ordinary cash dividends paid with respect to such Shares, unless the Administrator provides otherwise in the Award Agreement. In addition, unless the Administrator provides otherwise, if any dividends or distributions are paid in Shares, or consist of a dividend or distribution to holders of Common Stock of property other than an ordinary cash dividend, the Shares or other property will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(b) Stock Certificates. The Company may require that the Participant deposit in escrow with the Company (or its designee) any stock certificates issued in respect of Shares of Restricted Stock, together with a stock power endorsed in blank.

6.3 Restricted Stock Units.

(a) Settlement. The Administrator may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practicable after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, in a manner intended to comply with Section 409A.

(b) Stockholder Rights. A Participant will have no rights of a stockholder with respect to Shares subject to any Restricted Stock Unit unless and until the Shares are delivered in settlement of the Restricted Stock Unit.

ARTICLE VII.
OTHER STOCK OR CASH BASED AWARDS; DIVIDEND EQUIVALENTS

7.1 Other Stock or Cash Based Awards. Other Stock or Cash Based Awards may be granted to Participants, including Awards entitling Participants to receive Shares to be delivered in the future and including annual or other periodic or long-term cash bonus awards (whether based on specified Performance Criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Such Other Stock or Cash Based Awards will also be available as a payment form in the settlement of other Awards, as standalone payments and as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock or Cash Based Awards may be paid in Shares, cash or other property, as the Administrator determines.

7.2 Dividend Equivalents. A grant of Restricted Stock Units or Other Stock or Cash Based Award may provide a Participant with the right to receive Dividend Equivalents, and no Dividend Equivalents shall be payable with respect to Options or Stock Appreciation Rights. Dividend Equivalents may be paid currently or credited to an account for the Participant, settled in cash or Shares and subject to the same restrictions on transferability and forfeitability as the Award with to which the Dividend Equivalents are paid and subject to other terms and conditions as set forth in the Award Agreement. Notwithstanding anything to the contrary herein, unless otherwise determined by the Administrator, Dividend Equivalents with respect to an Award shall only be paid out to a Participant to the extent that the vesting conditions are subsequently satisfied. All such Dividend Equivalent payments will be made no later than March 15 of the calendar year following the calendar year in which the right to the Dividend Equivalent payment becomes nonforfeitable, unless determined otherwise by the Administrator or unless deferred in a manner intended to comply with Section 409A.

ARTICLE VIII.
ADJUSTMENTS FOR CHANGES IN COMMON STOCK AND CERTAIN OTHER EVENTS

8.1 Equity Restructuring(a) . In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Article VIII, the Administrator will equitably adjust each outstanding Award as it deems appropriate to reflect the Equity Restructuring, which may include adjusting the number and type of securities subject to each outstanding Award and/or the Award's exercise price or grant price (if applicable), granting new Awards to Participants, and making a cash payment to Participants. The adjustments provided under this Section 8.1 will be nondiscretionary and final and binding on the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

8.2 Corporate Transactions. In the event of any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), reorganization, merger, consolidation, combination, amalgamation, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, Change in Control, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, other similar corporate transaction or event, other unusual or nonrecurring transaction or event affecting the Company or its financial statements or any change in any Applicable Laws or accounting principles, the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event (except that action to give effect to a change in Applicable Law or accounting principles may be made within a reasonable period of time after such change), is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Laws or accounting principles:

(a) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero, then the Award may be terminated without payment; provided, further, that Awards held by members of the Board will be settled in Shares on or immediately prior to the applicable event if the Administrator takes action under this clause (a);

(b) To provide that such Award shall vest and, to the extent applicable, be exercisable as to all Shares covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(c) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and/or applicable exercise or purchase price, in all cases, as determined by the Administrator;

(d) To make adjustments in the number and type of Shares (or other securities or property) subject to outstanding Awards and/or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article IV on the maximum number and kind of shares which may be issued) and/or in the terms and conditions of (including the grant or exercise price or applicable performance goals), and the criteria included in, outstanding Awards;

(e) To replace such Award with other rights or property selected by the Administrator; and/or

(f) To provide that the Award will terminate and cannot vest, be exercised or become payable after the applicable event.

8.3 Effect of Non-Assumption in a Change in Control. Notwithstanding the provisions of Section 8.2, if a Change in Control occurs and a Participant's Awards are not continued, converted, assumed, or replaced with a substantially similar award by (a) the Company, or (b) a successor entity or its parent or subsidiary (an "***Assumption***"), and provided that the Participant has not had a Termination of Service, then the Administrator may provide that, immediately prior to the Change in Control, such Awards

shall become fully vested, exercisable and/or payable, as applicable, and all forfeiture, repurchase and other restrictions on such Awards shall lapse, in which case, such Awards shall be canceled upon the consummation of the Change in Control in exchange for the right to receive the Change in Control consideration payable to other holders of Common Stock (i) which may be on such terms and conditions as apply generally to holders of Common Stock under the Change in Control documents (including, without limitation, any escrow, earn-out or other deferred consideration provisions) or such other terms and conditions as the Administrator may provide, and (ii) determined by reference to the number of Shares subject to such Awards and net of any applicable exercise price; *provided that* to the extent that any Awards constitute "nonqualified deferred compensation" that may not be paid upon the Change in Control under Section 409A without the imposition of taxes thereon under Section 409A, the timing of such payments shall be governed by the applicable Award Agreement (subject to any deferred consideration provisions applicable under the Change in Control documents); and *provided, further*, that if the amount to which a Participant would be entitled upon the settlement or exercise of such Award at the time of the Change in Control is equal to or less than zero, then such Award may be terminated without payment. An Award will be considered replaced with a comparable award if the Award is exchanged for an amount of cash or other property with a value equal to the amount that could have been obtained upon the settlement of such Award in such Change in Control (as determined by the Administrator), even if such cash or other property payable with respect to the unvested portion of such Award remains subject to similar vesting provisions following such Change in Control. Notwithstanding the foregoing, the Administrator will have full and final authority to determine whether an Assumption of an Award has occurred in connection with a Change in Control.

8.4 Administrative Stand Still. In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the Share price, including any Equity Restructuring or any securities offering or other similar transaction, for administrative convenience, the Administrator may refuse to permit the exercise of any Award for up to sixty (60) days before or after such transaction.

8.5 General. Except as expressly provided in the Plan or the Administrator's action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 8.1 or the Administrator's action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award's grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company's right or power to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger, consolidation dissolution or liquidation of the Company or sale of Company assets or (iii) any sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares. The Administrator may treat Participants and Awards (or portions thereof) differently under this Article VIII.

ARTICLE IX.
GENERAL PROVISIONS APPLICABLE TO AWARDS

9.1 Transferability. Except as the Administrator may determine or provide in an Award Agreement or otherwise for Awards other than Incentive Stock Options, Awards may not be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except for certain Designated Beneficiary designations, by will or the laws of descent and distribution, or, subject to the Administrator's consent, pursuant to a domestic relations order, and, during the life of the Participant, will

be exercisable only by the Participant. Any permitted transfer of an Award hereunder shall be without consideration, except as required by Applicable Law. References to a Participant, to the extent relevant in the context, will include references to a Participant's authorized transferee that the Administrator specifically approves.

9.2 Documentation. Each Award will be evidenced in an Award Agreement, which may be written or electronic, as the Administrator determines. Each Award may contain terms and conditions in addition to those set forth in the Plan.

9.3 Discretion. Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

9.4 Termination of Status. The Administrator will determine how the disability, death, retirement, an authorized leave of absence or any other change or purported change in a Participant's Service Provider status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable.

9.5 Withholding. Each Participant must pay the Company, or make provision satisfactory to the Administrator for payment of, any taxes required by Applicable Law to be withheld in connection with such Participant's Awards by the date of the event creating the tax liability. The Company may deduct an amount sufficient to satisfy such tax obligations based on the applicable statutory withholding rates (or such other rate as may be determined by the Company after considering any accounting consequences or costs) from any payment of any kind otherwise due to a Participant. In the absence of a contrary determination by the Company (or, with respect to withholding pursuant to clause (ii) below with respect to Awards held by individuals subject to Section 16 of the Exchange Act, a contrary determination by the Administrator), all tax withholding obligations will be calculated based on the minimum applicable statutory withholding rates. Subject to Section 10.8 and any Company insider trading policy (including blackout periods), Participants may satisfy such tax obligations (i) in cash, by wire transfer of immediately available funds, by check made payable to the order of the Company, provided that the Company may limit the use of the foregoing payment forms if one or more of the payment forms below is permitted, (ii) to the extent permitted by the Administrator, in whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their fair market value, (iii) if there is a public market for Shares at the time the tax obligations are satisfied, unless the Company otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the tax obligations, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to satisfy the tax withholding; provided that such amount is paid to the Company at such time as may be required by the Administrator, or (iv) to the extent permitted by the Company, any combination of the foregoing payment forms approved by the Administrator. Notwithstanding any other provision of the Plan, the number of Shares which may be so delivered or retained pursuant to clause (ii) of the immediately preceding sentence shall be limited to the number of Shares which have a fair market value on the date of delivery or retention no greater than the aggregate amount of such liabilities based on the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America); provided, however, to the extent such Shares were acquired by Participant from the Company as compensation, the Shares must have been held for the minimum period required by applicable accounting rules to avoid a charge to the Company's earnings for financial reporting purposes; provided, further, that,

any such Shares delivered or retained shall be rounded up to the nearest whole Share to the extent rounding up to the nearest whole Share does not result in the liability classification of the applicable Award under generally accepted accounting principles in the United States of America. If any tax withholding obligation will be satisfied under clause (ii) above by the Company's retention of Shares from the Award creating the tax obligation and there is a public market for Shares at the time the tax obligation is satisfied, the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on the applicable Participant's behalf some or all of the Shares retained and to remit the proceeds of the sale to the Company or its designee, and each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to such brokerage firm to complete the transactions described in this sentence.

9.6 Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type, changing the exercise or settlement date, and converting an Incentive Stock Option to a Non-Qualified Stock Option. The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Award, or (ii) the change is permitted under Article VIII or pursuant to Section 10.6. Notwithstanding the foregoing or anything in the Plan to the contrary, the Administrator may, without the approval of the stockholders of the Company, reduce the exercise price per share of outstanding Options or Stock Appreciation Rights or cancel outstanding Options or Stock Appreciation Rights that have an exercise price in excess of Fair Market Value in exchange for cash, other Awards or Options or Stock Appreciation Rights with an exercise price per share that is less than the exercise price per share of the original Options or Stock Appreciation Rights.

9.7 Conditions on Delivery of Stock. The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy any Applicable Laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

9.8 Acceleration. The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

9.9 Cash Settlement. Without limiting the generality of any other provision of the Plan, the Administrator may provide, in an Award Agreement or subsequent to the grant of an Award, in its discretion, that any Award may be settled in cash, Shares or a combination thereof.

9.10 Broker-Assisted Sales9.11 . In the event of a broker-assisted sale of Shares in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards, including amounts to be paid under the final sentence of Section 9.5: (a) any Shares to be sold through the broker-assisted sale will be sold on the day the payment first becomes due, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other Participants in the Plan in which all Participants receive an average price; (c) the applicable Participant will be responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the Company or its designee receives proceeds of such sale that exceed the amount owed, the Company

will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (e) the Company and its designees are under no obligation to arrange for such sale at any particular price; and (f) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the Company or its designee an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.

ARTICLE X.
MISCELLANEOUS

10.1 No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to continued employment or any other relationship with the Company or any of its Subsidiaries. The Company and its Subsidiaries expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement or in the Plan.

10.2 No Rights as Stockholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a stockholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines or Applicable Laws require, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator). The Company may place legends on stock certificates issued under the Plan that the Administrator deems necessary or appropriate to comply with Applicable Laws.

10.3 Effective Date and Term of Plan. Unless earlier terminated by the Board, the Plan will become effective on the date it is adopted and approved by the Board (the "***Effective Date***"). The Plan will remain in effect until the tenth anniversary of the earlier of (a) the date the Board adopted the Plan or (b) the date the Company's stockholders approved the Plan, but Awards previously granted may extend beyond that date in accordance with the Plan. The Plan will be submitted for the approval of the Company's stockholders within twelve (12) months after the date of the Board's adoption of the Plan. Awards may be granted or awarded prior to such stockholder approval; provided that no Award shall become exercisable, vested or realizable, as applicable to such Award, unless the Plan has been approved by the Company's stockholders within twelve (12) months before or after the date the Plan was adopted by the Board; and provided, further, that if such approval has not been obtained at the end of said twelve-month period, all Awards previously granted or awarded under the Plan shall thereupon be canceled and become null and void.

10.4 Amendment of Plan. The Administrator may amend, suspend or terminate the Plan at any time; provided that no amendment, other than an increase to the Overall Share Limit, may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant's consent. No Awards may be granted under the Plan during any suspension period or after the Plan's termination. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, as in effect before such suspension or termination. The Board will obtain stockholder approval of any Plan amendment to the extent necessary to comply with Applicable Laws.

10.5 Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to address differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

10.6 Section 409A.

(a) General. The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant's consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (A) exempt this Plan or any Award from Section 409A, or (B) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award's grant date. The Company makes no representations or warranties as to an Award's tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 10.6 or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant "nonqualified deferred compensation" subject to taxes, penalties or interest under Section 409A.

(b) Separation from Service. If an Award constitutes "nonqualified deferred compensation" under Section 409A, any payment or settlement of such Award upon a termination of a Participant's Service Provider relationship will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant's "separation from service" (within the meaning of Section 409A), whether such "separation from service" occurs upon or after the termination of the Participant's Service Provider relationship. For purposes of this Plan or any Award Agreement relating to any such payments or benefits, references to a "termination," "termination of employment" or like terms means a "separation from service."

(c) Payments to Specified Employees. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" required to be made under an Award to a "specified employee" (as defined under Section 409A and as the Administrator determines) due to his or her "separation from service" will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six (6)-month period immediately following such "separation from service" (or, if earlier, until the specified employee's death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six (6)-month period or as soon as administratively practicable thereafter (without interest). Any payments of "nonqualified deferred compensation" under such Award payable more than six (6) months following the Participant's "separation from service" will be paid at the time or times the payments are otherwise scheduled to be made. Furthermore, notwithstanding any contrary provision of the Plan or any Award Agreement, any payment of "nonqualified deferred compensation" under the Plan that may be made in installments shall be treated as a right to receive a series of separate and distinct payments.

10.7 Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, other employee or agent of the Company or any Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer, other employee or agent of the Company or any Subsidiary. The Company will indemnify and hold harmless each director, officer, other employee and agent of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan's administration or interpretation, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Administrator's approval) arising from any act or omission concerning this Plan unless arising from such person's own fraud or bad faith.

10.8 Lock-Up Period. The Company may, at the request of any underwriter representative or otherwise, in connection with registering the offering of any Company securities under the Securities Act, prohibit Participants from, directly or indirectly, selling or otherwise transferring any Shares or other Company securities during a period of up to one hundred eighty (180) days following the effective date of a Company registration statement filed under the Securities Act, or such longer period as determined by the underwriter.

10.9 Right of First Refusal.

(a) Before any shares of Common Stock held by a Participant or any permitted transferee (each, a "***Holder***") may be sold, pledged, assigned, hypothecated, transferred, or otherwise disposed of (each, a "***Transfer***"), the Company or its assignee(s) shall have a right of first refusal to purchase the shares of Common Stock proposed to be Transferred on the terms and conditions set forth in this Section 10.9 (the "***Right of First Refusal***"). In the event that the Company's charter, bylaws and/or a stockholders' agreement applicable to the shares of Common Stock contain a right of first refusal with respect to the shares of Common Stock, such right of first refusal shall apply to the shares of Common Stock to the extent such provisions are more restrictive than the Right of First Refusal set forth in this Section 10.9 and the Right of First Refusal set forth in this Section 10.9 shall not in any way restrict the operation of the Company's charter, bylaws or the operation of any applicable stockholders' agreement.

(b) In the event any Holder desires to Transfer any shares of Common Stock, the Holder shall deliver to the Company a written notice (the "***Notice***") stating: (i) the Holder's bona fide intention to sell or otherwise Transfer such shares of Common Stock; (ii) the name of each proposed purchaser or other transferee ("***Proposed Transferee***"); (iii) the number of shares of Common Stock to be Transferred to each Proposed Transferee; and (iv) the price for which the Holder proposes to Transfer the shares of Common Stock (the "***Offered Price***"), and the Holder shall offer such shares of Common Stock at the Offered Price to the Company or its assignee(s).

(c) Within twenty-five days after receipt of the Notice, the Company and/or its assignee(s) may elect in writing to purchase all, but not less than all, of the shares of Common Stock proposed to be Transferred to any one or more of the Proposed Transferees by delivery of a written exercise notice to the Holder (a "***Company Notice***"). The purchase price ("***Purchase Price***") for the shares of Common Stock repurchased under this Section 10.9 shall be the Offered Price.

(d) Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check or wire transfer), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof, within five days after delivery of the Company Notice or in the manner and at the times mutually agreed to by the Company and the Holder. Should the Offered Price specified in the Notice be payable in property other than cash, the Company or its assignee shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property, as determined by the Administrator.

(e) If all or a portion of the shares of Common Stock proposed in the Notice to be Transferred are not purchased by the Company and/or its assignee(s) as provided in this Section 10.9, then the Holder may sell or otherwise Transfer such shares of Common Stock to that Proposed Transferee at the Offered Price or at a higher price; provided that such sale or other Transfer is consummated within sixty days after the date of the Notice; and provided, further, that any such sale or other Transfer is effected in accordance with any Applicable Laws and the Proposed Transferee agrees in writing that the provisions of this Plan and the applicable Award Agreement and any other applicable agreements governing the shares of Common Stock to be Transferred shall continue to apply to the shares of Common Stock in the hands of

such Proposed Transferee. If the shares of Common Stock described in the Notice are not Transferred to the Proposed Transferee within such sixty-day period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal, as provided herein, before any shares of Common Stock held by the Holder may be sold or otherwise Transferred.

(f) Anything to the contrary contained in this Section 10.9 notwithstanding and to the extent permitted by the Administrator, the Transfer of any or all of the shares of Common Stock during a Participant's lifetime or upon a Participant's death by will or intestacy to the Participant's Immediate Family or a trust for the benefit of the Participant's Immediate Family shall be exempt from the Right of First Refusal. As used herein, "***Immediate Family***" shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister or stepchild (whether or not adopted). In such case, the transferee or other recipient shall receive and hold the shares of Common Stock so Transferred subject to the provisions of this Plan (including the Right of First Refusal), the applicable Award Agreement and any other applicable agreements governing the shares of Common Stock to be Transferred, and there shall be no further Transfer of such shares of Common Stock except in accordance with the terms of this Section 10.9 (or otherwise as expressly provided under the Plan).

(g) The Right of First Refusal shall terminate as to all shares of Common Stock upon the occurrence of a Change in Control or the Public Trading Date.

10.10 Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this section by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company and its Subsidiaries and affiliates may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security number, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its Subsidiaries and affiliates; and Award details, to implement, manage and administer the Plan and Awards (the "***Data***"). The Company and its Subsidiaries and affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the Company and its Subsidiaries and affiliates may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section 10.10 in writing, without cost, by contacting the local human resources representative. If the Participant refuses or withdraws the consents in this Section 10.10, the Company may cancel Participant's ability to participate in the Plan and, in the Administrator's discretion, the Participant may forfeit any outstanding Awards. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

10.11 Severability. If any portion of the Plan or any action taken under it is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

10.12 Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary) that the Administrator has approved, the Plan will govern, unless it is expressly specified in such Award Agreement or other written document that a specific provision of the Plan will not apply.

10.13 Governing Law; Venue; Waiver of Jury Trial. The Plan and all Awards will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the State of Delaware. By accepting an Award, each Participant irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America, in each case located in the State of Delaware, for any action arising out of or relating to the Plan (and agrees not to commence any litigation relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address contained in the records of the Company shall be effective service of process for any litigation brought against it in any such court. By accepting an Award, each Participant irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of the Plan or any Award hereunder in the courts of the State of Delaware or the United States of America, in each case located in the State of Delaware, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. By accepting an Award, each Participant irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any litigation arising out of or relating to the Plan or any Award hereunder.

10.14 Restrictions on Shares; Claw-Back Provisions. Awards and shares of Common Stock acquired in respect of Awards shall be subject to such terms and conditions as the Administrator shall determine, including, without limitation, restrictions on the transferability of shares of Common Stock, the right of the Company to repurchase shares of Common Stock, the right of the Company to require that shares of Common Stock be transferred in the event of certain transactions, tag-along rights, bring-along rights, redemption and co-sale rights and voting requirements. Such terms and conditions may be additional to those contained in the Plan and may, as determined by the Administrator, be contained in the applicable Award Agreement or in an exercise notice, stockholders' agreement or in such other agreement as the Administrator shall determine, in each case in a form determined by the Administrator. The issuance of such shares of Common Stock shall be conditioned on the Participant's consent to such terms and conditions and the Participant's entering into such agreement or agreements. All Awards (including any proceeds, gains or other economic benefit actually or constructively received by Participant upon any receipt or exercise of any Award or upon the receipt or resale of any shares of Common Stock underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with Applicable Laws (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder), to the extent set forth in such claw-back policy and/or in the applicable Award Agreement. A Participant shall, as a condition to receiving an Award, agree to execute such further instruments and to take such further action as the Company requests to carry out the purposes and intent of this Section 10.14.

10.15 Titles and Headings. The titles and headings in the Plan are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

10.16 Conformity to Securities Laws. Participant acknowledges that the Plan is intended to conform to the extent necessary with Applicable Laws. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in conformance with Applicable Laws. To the extent Applicable Laws permit, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Laws.

10.17 Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except as expressly provided in writing in such other plan or an agreement thereunder.

10.18 Plan Language. The official language of the Plan shall be English. To the extent that the Plan or any Award Agreements are translated from English into another language, the English version of the Plan and Award Agreements will always govern, in the event that there are inconsistencies or ambiguities which may arise due to such translation.

10.19 Applicable Currency. The Award Agreement shall specify the currency applicable to such Award. The Administrator may determine, in its sole discretion, that an Award denominated in one currency may be paid in any other currency based on the prevailing exchange rate as the Administrator deems appropriate. A Participant may be required to provide evidence that any currency used to pay the exercise price of any Award were acquired and taken out of the jurisdiction in which the Participant resides in accordance with Applicable Laws, including foreign exchange control laws and regulations. In the absence of a designation in an Award Agreement, the currency applicable to an Award shall be U.S. Dollars.

ARTICLE XI.
DEFINITIONS

As used in the Plan, the following words and phrases will have the following meanings:

11.1 "***Administrator***" means the Board or a Committee to the extent that the Board's powers or authority under the Plan have been delegated to such Committee.

11.2 "***Applicable Laws***" means the requirements relating to the administration of equity incentive plans under U.S. federal and state securities, tax and other applicable laws, rules and regulations, the applicable rules of any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws and rules of any foreign country or other jurisdiction where Awards are granted.

11.3 "***Award***" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Dividend Equivalents, or Other Stock or Cash Based Awards.

11.4 "***Award Agreement***" means a written agreement evidencing an Award, which may be electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

11.5 "***Board***" means the Board of Directors of the Company.

11.6 "***Cause***" means (a) if a Participant is a party to a written employment, severance or consulting agreement with the Company or any of its Subsidiaries or an Award Agreement in which the term "cause" is defined (a "***Relevant Agreement***"), "Cause" as defined in the Relevant Agreement, and (b) if no Relevant Agreement exists, (i) the Administrator's determination that the Participant failed to substantially perform the Participant's duties (other than a failure resulting from the Participant's Disability); (ii) the Administrator's determination that the Participant failed to carry out, or comply with any lawful and reasonable directive of the Board or the Participant's immediate supervisor; (iii) the Participant's unauthorized use or disclosure of confidential information or trade secrets of the Company or any of its Subsidiaries or any material breach of a written agreement between the Participant and the

Company; (iv) the occurrence of any act or omission by the Participant that could reasonably be expected to result in (or has resulted in) the Participant's conviction, plea of no contest, plea of nolo contendere, or imposition of un-adjudicated probation for any felony or indictable offense or crime involving moral turpitude; (v) the Participant's unlawful use (including being under the influence) or possession of illegal drugs on the premises of the Company or any of its Subsidiaries or while performing the Participant's duties and responsibilities for the Company or any of its Subsidiaries; or (vi) the Participant's commission of an act of fraud, embezzlement, misappropriation, misconduct, or breach of fiduciary duty against the Company or any of its Subsidiaries.

11.7 "***Change in Control***" means and includes each of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clauses (i) and (ii) of subsection (c) below) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(b) During any period of two (2) consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new Director(s) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in subsections (a) or (c)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the two (2)-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "***Successor Entity***")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

Notwithstanding the foregoing, the following events shall not constitute a "Change in Control": (x) an initial public offering of any of the Company's securities; (y) a reincorporation of the Company solely to change its jurisdiction; or (z) a transaction undertaken for the primary purpose of creating a holding company that will be owned in substantially the same proportion by the persons who held the Company's securities immediately before such transaction.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or portion of any Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, the transaction or event described in subsection (a), (b) or (c) with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

The Administrator shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

11.8 "***Code***" means the U.S. Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

11.9 "***Committee***" means one or more committees or subcommittees of the Board, which may include one or more Company directors or executive officers, to the extent Applicable Laws permit. To the extent required to comply with the provisions of Rule 16b-3, it is intended that each member of the Committee will be, at the time the Committee takes any action with respect to an Award that is subject to Rule 16b-3, a "non-employee director" within the meaning of Rule 16b-3; however, a Committee member's failure to qualify as a "non-employee director" within the meaning of Rule 16b-3 will not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

11.10 "***Common Stock***" means the common stock of the Company.

11.11 "***Company***" means CG Oncology, Inc., a Delaware corporation, or any successor.

11.12 "***Consultant***" means any consultant or advisor (whether an entity or natural person) engaged by the Company or any of its Subsidiaries to render services to such entity if the consultant or advisor is eligible to be offered securities registrable on Form S-8 under the Securities Act.

11.13 "***Designated Beneficiary***" means the beneficiary or beneficiaries the Participant designates, in a manner the Administrator determines, to receive amounts due or exercise the Participant's rights if the Participant dies or becomes incapacitated. Without a Participant's effective designation, "Designated Beneficiary" will mean the Participant's estate.

11.14 "***Director***" means a Board member.

11.15 "***Disability***" means a permanent and total disability under Section 22(e)(3) of the Code, as amended.

11.16 "***Dividend Equivalents***" means a right granted to a Participant under the Plan to receive the equivalent value (in cash or Shares) of dividends paid on Shares.

11.17 "***Employee***" means any employee of the Company or its Subsidiaries.

11.18 "***Equity Restructuring***" means a non-reciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split, spin-off or recapitalization through a large, nonrecurring cash dividend that affects the number or kind of Shares (or other securities of the Company) or the share price of Common Stock (or other securities of the Company) and causes a change in the per share value of the Common Stock underlying outstanding Awards.

11.19 "***Exchange Act***" means the U.S. Securities Exchange Act of 1934, as amended.

11.20 "***Fair Market Value***" means, as of any date, the value of a Share of Common Stock determined as follows: (a) if the Common Stock is listed on any established stock exchange, its Fair Market Value will be the closing sales price for such Common Stock as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; (b) if the Common Stock is not traded on a stock exchange but is quoted on a national market or other quotation system, the closing sales price on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; or (c) in the absence of an established market for the Common Stock, the Administrator may determine the Fair Market Value in its discretion.

11.21 "***Good Reason***" means (a) if a Participant is a party to a Relevant Agreement, "Good Reason" as defined in the Relevant Agreement, and (b) if no Relevant Agreement exists, (i) a material diminution in the Participant's level of base compensation, except in connection with a general reduction in the base compensation of the Company's personnel with similar status and responsibilities or (ii) a relocation of the Participant's place of employment by more than fifty (50) miles, provided that such change, reduction or relocation is effected by the Company (or its subsidiary employing the Participant) without the Participant's consent. Notwithstanding the foregoing, Good Reason shall only exist if Participant shall have provided the Company with written notice within sixty (60) days of the initial occurrence of any of the foregoing events or conditions, and the Company or any successor or affiliate fails to eliminate the conditions constituting Good Reason within thirty (30) days after receipt of written notice of such event or condition from Participant. Participant's resignation from employment with the Company for "Good Reason" must occur within six (6) months following the initial occurrence of one of the foregoing events or conditions.

11.22 "***Greater Than 10% Stockholder***" means an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or its parent or subsidiary corporation, as defined in Section 424(e) and (f) of the Code, respectively.

11.23 "***Incentive Stock Option***" means an Option intended to qualify as an "incentive stock option" as defined in Section 422 of the Code.

11.24 "***Non-Qualified Stock Option***" means an Option, or portion thereof, not intended or not qualifying as an Incentive Stock Option.

11.25 "***Option***" means an option to purchase Shares, which will either be an Incentive Stock Option or a Non-Qualified Stock Option.

11.26 "***Other Stock or Cash Based Awards***" means cash awards, awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property awarded to a Participant under Article VII.

11.27 "***Overall Share Limit***" means the sum of (i) 12,081,562 Shares; plus (ii) such number of Shares as remain available for issuance under the Prior Plan as of the Effective Date, which number is 11,320,380 Shares; plus (iii) any shares of Common Stock which are subject to Prior Plan Awards which become available for issuance under the Plan pursuant to Article IV, which number of Shares shall not exceed 31,103,204 Shares.

11.28 "***Participant***" means a Service Provider who has been granted an Award.

11.29 "***Performance Criteria***" means the criteria (and adjustments) that the Administrator may select for an Award to establish performance goals for a performance period, which may include the following: net earnings or losses (either before or after one or more of interest, taxes, depreciation, amortization, and non-cash equity-based compensation expense); gross or net sales or revenue or sales or revenue growth; net income (either before or after taxes) or adjusted net income; profits (including but not limited to gross profits, net profits, profit growth, net operation profit or economic profit), profit return ratios or operating margin; budget or operating earnings (either before or after taxes or before or after allocation of corporate overhead and bonus); cash flow (including operating cash flow and free cash flow or cash flow return on capital); return on assets; return on capital or invested capital; cost of capital; return on stockholders' equity; total stockholder return; return on sales; costs, reductions in costs and cost control measures; expenses; working capital; earnings or loss per share; adjusted earnings or loss per share; price per share or dividends per share (or appreciation in or maintenance of such price or dividends); regulatory achievements or compliance; implementation, completion or attainment of objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; market share; economic value or economic value added models; division, group or corporate financial goals; customer satisfaction/growth; customer service; employee satisfaction; recruitment and maintenance of personnel; human capital management (including diversity and inclusion); supervision of litigation and other legal matters; strategic partnerships and transactions; financial ratios (including those measuring liquidity, activity, profitability or leverage); debt levels or reductions; sales-related goals; financing and other capital raising transactions; cash on hand; acquisition activity; investment sourcing activity; and marketing initiatives, any of which may be measured in absolute terms or as compared to any incremental increase or decrease. Such performance goals also may be based solely by reference to the Company's performance or the performance of a Subsidiary, division, business segment or business unit of the Company or a Subsidiary, or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies.

11.30 "***Plan***" means this 2022 Incentive Award Plan.

11.31 "***Prior Plan***" means the CG Oncology, Inc. 2015 Equity Incentive Plan, as may be amended from time to time.

11.32 "***Prior Plan Award***" means an award outstanding under the Prior Plan as of the Effective Date.

11.33 "***Public Trading Date***" means the first date upon which the Common Stock is listed (or approved for listing) upon notice of issuance on any securities exchange or designated (or approved for designation) upon notice of issuance as a national market security on an interdealer quotation system, or, if earlier, the date on which the Company becomes a "publicly held corporation" for purposes of Treasury Regulation Section 1.162-27(c)(1).

11.34 "***Restricted Stock***" means Shares awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

11.35 "***Restricted Stock Unit***" means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Administrator to be of equal value as of such settlement date awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

11.36 "***Rule 16b-3***" means Rule 16b-3 promulgated under the Exchange Act.

11.37 "***Section 409A***" means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

11.38 "***Securities Act***" means the U.S. Securities Act of 1933, as amended.

11.39 "***Service Provider***" means an Employee, Consultant or Director.

11.40 "***Shares***" means shares of Common Stock.

11.41 "***Stock Appreciation Right***" means a stock appreciation right granted under Article V.

11.42 "***Subsidiary***" means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

11.43 "***Substitute Awards***" means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

11.44 "***Termination of Service***" means the date the Participant ceases to be a Service Provider.

* * * *

CG ONCOLOGY, INC.
2022 INCENTIVE AWARD PLAN

CALIFORNIA SUPPLEMENT

The Administrator has adopted this supplement for purposes of satisfying the requirements of Section 25102(o) of the California Corporations Code and the regulations issued thereunder ("***Section 25102(o)***"). Notwithstanding anything to the contrary contained in the Plan and except as otherwise determined by the Administrator, the provisions set forth in this supplement shall apply to all Awards granted under the Plan to a Participant who is a resident of the State of California on the date of grant (a "***California Participant***") and which are intended to be exempt from registration in California pursuant to Section 25102(o). This supplement shall not apply to Awards granted to California Participants on or after the Public Trading Date. Definitions in the Plan are applicable to this supplement.

1. Limitation on Securities Issuable Under the Plan. The amount of securities issued pursuant to the Plan shall not exceed the amounts permitted under Section 260.140.45 of the California Code of Regulations to the extent applicable.

2. Additional Limitations On Options.

(a) *Maximum Duration of Options.* No Options granted to California Participants will be granted for a term in excess of ten (10) years.

(b) *Minimum Exercise Period Following Termination.* Unless a California Participant's Service Provider relationship is terminated for Cause, in the event of termination of such Participant's Service Provider relationship, to the extent required by Applicable Laws, he or she shall have the right to exercise an Option, to the extent that he or she was otherwise entitled to exercise such Option on the date employment terminated, as follows: (i) at least six (6) months from the date of termination, if termination was caused by such Participant's death or Disability and (ii) at least thirty (30) days from the date of termination, if termination was caused other than by such Participant's death or Disability.

3. Additional Limitations for Restricted Stock Awards, Restricted Stock Units and Other Stock-Based Awards. The terms of all Awards granted to California Participants shall comply, to the extent applicable, with Section 260.140.41 and Section 260.140.42 of the California Code of Regulations.

4. Adjustments. The Administrator will make such adjustments to an Award held by a California Participant as may be required by Section 260.140.41 or Section 260.140.42 of the California Code of Regulations.

5. Additional Requirement to Provide Information to California Participants. To the extent required by Section 260.140.46 of the California Code of Regulations, the Company shall provide to each California Participant and to each California Participant who acquires Common Stock pursuant to the Plan, not less frequently than annually, copies of annual financial statements (which need not be audited). The Company shall not be required to provide such statements to key persons whose duties in connection with the Company assure their access to equivalent information. In addition, this information requirement shall not apply to the Plan to the extent that it complies with all conditions of Rule 701 of the Securities Act ("***Rule 701***") as determined by the Administrator; provided that for purposes of determining such compliance, any registered domestic partner shall be considered a "family member" as that term is defined in Rule 701.

6. Stockholder Approval; Additional Limitations On Timing Of Awards. The Plan will be submitted for the approval of the Company's stockholders within twelve (12) months after the date of the Board's adoption of the Plan. Awards may be granted or awarded prior to such stockholder approval; provided that no Award granted to a California Participant shall become exercisable, vested or realizable, as applicable to such Award, unless the Plan has been approved by the Company's stockholders within twelve (12) months before or after the date the Plan was adopted by the Administrator; and provided, further, that if such approval has not been obtained at the end of said twelve (12)-month period, all Awards previously granted or awarded under the Plan to California Participants shall thereupon be canceled and become null and void.

CG ONCOLOGY, INC.
2022 INCENTIVE AWARD PLAN

RESTRICTED STOCK UNIT GRANT NOTICE

Capitalized terms not specifically defined in this Restricted Stock Unit Grant Notice (the "***Grant Notice***") have the meanings given to them in the 2022 Incentive Award Plan (as amended from time to time, the "***Plan***") of CG Oncology, Inc. (the "***Company***").

The Company hereby grants to the participant listed below ("***Participant***") the Restricted Stock Units described in this Grant Notice (the "***RSUs***"), subject to the terms and conditions of the Plan and the Restricted Stock Unit Agreement attached hereto as **Exhibit A** (the "***Agreement***"), both of which are incorporated into this Grant Notice by reference.

Participant:	*[Insert Participant Name]*
Grant Date:	*[Insert Grant Date]*
Vesting Commencement Date:	*[Insert Vesting Commencement Date]*
Number of RSUs:	*[Insert Number of RSUs]*
Vesting and Distribution Schedule:	[Insert Vesting Schedule] In addition, in the event a Participant experiences a Termination of Service as a result of (a) Participant's termination by the Company other than for Cause (and excluding a Termination of Service as a result of Participant's death or Disability), or (b) Participant's resignation for Good Reason, in each case within eighteen (18) months following a Change in Control, then any remaining unvested RSUs shall become fully vested on the date of such Termination of Service.

If the Company uses an electronic capitalization table system (such as E*Trade, Shareworks or Carta) and the fields in this Grant Notice are blank or the information is otherwise provided in a different format electronically, the blank fields and other information shall be deemed to come from the electronic capitalization system and is considered part of this Grant Notice.

By accepting (whether in writing, electronically or otherwise, including an acceptance through an electronic capitalization table system used by the Company) the RSUs, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

CG ONCOLOGY, INC.

By: _____
Print Name: _____
Title: _____

PARTICIPANT

By: _____
Print Name: _____

EXHIBIT A

RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I.
GENERAL

1.1 Award of RSUs. The Company has granted the RSUs to Participant effective as of the grant date set forth in the Grant Notice (the "***Grant Date***"). Each RSU represents the right to receive one Share, as set forth in this Agreement. Participant will have no right to the distribution of any Shares until the time (if ever) the RSUs have vested.

1.2 Incorporation of Terms of Plan. The RSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

1.3 Unsecured Promise. The RSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

ARTICLE II.
VESTING; FORFEITURE AND SETTLEMENT

2.1 Vesting; Forfeiture. The RSUs will vest according to the vesting schedule in the Grant Notice (the "***Vesting Schedule***"), except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. Except as provided in the Grant Notice, in the event of Participant's Termination of Service for any reason, all unvested RSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company.

2.2 Settlement.

(a) RSUs will be paid in Shares as soon as administratively practicable after the vesting of the applicable RSU, but in no event more than sixty days after the applicable vesting date. Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Laws until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)), provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

(b) All distributions shall be made by the Company in the form of whole shares of Common Stock.

(c) Neither the time nor form of distribution of Shares with respect to the RSUs may be changed, except as may be permitted by the Administrator in accordance with the Plan and Section 409A of the Code and the Treasury Regulations thereunder.

ARTICLE III.
TAXATION AND TAX WITHHOLDING

3.1 Taxes; Tax Withholding.

(a) The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the RSUs to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes required by Applicable Law to be withheld in connection with the vesting or settlement of the RSUs, the distribution of the Shares issuable with respect thereto, or any other taxable event related to the RSUs (the "***Tax Withholding Obligation***"). The Company shall have the authority and the right to deduct or withhold, or require Participant to remit to the Company, an amount sufficient to satisfy any Tax Withholding Obligation, including, without limitation, the authority to deduct such amounts from other compensation payable to Participant by the Company.

(b) Unless Participant elects to satisfy the Tax Withholding Obligation by some other means in accordance with Section 9.5 of the Plan, the Company shall have the right, but not the obligation, with respect to the Tax Withholding Obligation arising as a result of the vesting or distribution of the RSUs, to treat Participant's failure to provide timely payment in accordance with Section 9.5 of the Plan as Participant's election to satisfy the Tax Withholding Obligation by requesting the Company to withhold a net number of vested Shares otherwise issuable pursuant to the RSUs having a then-current fair market value not exceeding the amount necessary to satisfy the Tax Withholding Obligation (provided that if Participant is subject to Section 16 of the Exchange Act, any such action by the Company shall require the approval of the Administrator).

(c) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs, regardless of any action the Company or any Subsidiary takes with respect to any Tax Withholding Obligations that arise in connection with the RSUs. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the tax treatment to Participant in connection with the awarding, vesting or payment of the RSUs or the subsequent sale of Shares. The Company and its Subsidiaries do not commit and are under no obligation to structure the RSUs to reduce or eliminate Participant's tax liability.

(d) Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

ARTICLE IV.
PARTICIPANT REPRESENTATIONS

In connection with the award of the RSUs, Participant represents to the Company the following:

(a) Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares issuable upon settlement of the RSUs. Participant is acquiring these Shares for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act.

(b) Participant acknowledges and understands that the Shares constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. Participant further understands that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Shares. Participant understands that the certificate evidencing the Shares may be imprinted with a legend which prohibits the transfer of the Shares unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under Applicable Laws.

(c) Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Shares exempt under Rule 701 may under present law be resold, subject to the satisfaction of certain of the conditions specified by Rule 144.

(d) In the event that the Company does not qualify under Rule 701 at the time of purchase of the Shares, then the Shares may be resold in certain limited circumstances subject to the provisions of Rule 144.

(e) Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption will be available in such event.

ARTICLE V.
OTHER PROVISIONS

5.1 Award Not Transferable; Other Restrictions. Without limiting the generality of any other provision hereof, the Award shall be subject to the restrictions on transferability set forth in Section 9.1 of the Plan. Without limiting the generality of any other provision hereof, the Participant hereby expressly acknowledges that Section 10.8 ("*Lock-Up Period*"), Section 10.9 ("*Right of First Refusal*") and Section 10.14 ("*Restrictions on Shares; Claw-Back Provisions*") of the Plan are expressly incorporated into this Agreement and are applicable to the Shares issued pursuant to this Agreement.

5.2 Restrictive Legends and Stop-Transfer Orders.

(a) Legends. The Participant understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by state or federal securities laws:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT AND SUCH LAWS OR, IN THE OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN REPURCHASE RIGHTS, FORFEITURE PROVISIONS, TRANSFER RESTRICTIONS AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S), AS SET FORTH IN A RESTRICTED STOCK UNIT AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH REPURCHASE RIGHTS, FORFEITURE PROVISIONS, TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

(b) Stop-Transfer Notices. The Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

(d) Other Restrictions on Transfer. In addition to the limitations contained in Section 5.1 above and this Section 5.2, the Participant agrees and acknowledges that Participant will not transfer in any manner the Shares issued pursuant to this Agreement unless (i) the transfer is pursuant to an effective registration statement under the Securities Act or the rules and regulations in effect thereunder, or (ii) counsel for the Company shall have reasonably concluded that no such registration is required because of the availability of an exemption from registration under the Securities Act. To the extent permitted by Applicable Laws, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

5.3 Adjustments. Participant acknowledges that the RSUs and the Shares issuable with respect thereto are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

5.4 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

5.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

5.6 Conformity to Securities Laws. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the RSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended to the extent necessary to conform to such Applicable Laws or any such exemptive rule described in the preceding sentence.

5.7 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

5.8 Entire Agreement. The Plan, the Grant Notice and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Participant hereby agrees to execute such further instruments and to take such further action as the Company requests to carry out the purposes and intent of this Agreement and the Plan, including, without limitation, restrictions on the transferability of the Shares, the right of the Company to repurchase the Shares pursuant to Section 10.9 of the Plan, the right of the Company to require that shares of Common Stock be transferred in the event of certain transactions, tag-along rights, bring-along rights, redemption and co-sale rights and voting requirements in accordance with the Plan. This Agreement may be amended by the Company in accordance with Section 9.6 of the Plan.

5.9 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

5.10 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms hereof.

5.11 Rights as a Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights

of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares. The issuance of Shares under this Award to Participant shall be subject to Participant's satisfaction of the conditions under Section 10.14 of the Plan and execution of a counterpart signature page or joinder agreeing to be subject to any stockholders agreement as the Administrator shall determine.

5.12 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

5.13 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Laws, each of which will be deemed an original and all of which together will constitute one instrument.

5.14 Section 409A.

(a) Notwithstanding any other provision of the Plan, this Agreement or the Grant Notice, the Plan, this Agreement and the Grant Notice shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Grant Date, "***Section 409A***"). The Administrator may, in its discretion, adopt such amendments to the Plan, this Agreement or the Grant Notice or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate to comply with the requirements of Section 409A.

(b) This Agreement is not intended to provide for any deferral of compensation subject to Section 409A, and, accordingly, the Shares issuable pursuant to the RSUs shall be distributed to Participant no later than the later of: (A) the fifteenth (15th) day of the third month following Participant's first taxable year in which such RSUs are no longer subject to a substantial risk of forfeiture, and (B) the fifteenth (15th) day of the third month following first taxable year of the Company in which such RSUs are no longer subject to substantial risk of forfeiture, as determined in accordance with Section 409A.

(c) For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that Participant may be eligible to receive under this Agreement shall be treated as a separate and distinct payment.

5.15 Governing Law. The provisions of the Plan and all Awards made thereunder, including the RSUs, shall be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding choice-of-law principles of the law of any state that would require the application of the laws of a jurisdiction other than such state.

* * * * *

CG ONCOLOGY, INC.
2022 INCENTIVE AWARD PLAN

STOCK OPTION GRANT NOTICE

Capitalized terms not specifically defined in this Stock Option Grant Notice (the "***Grant Notice***") have the meanings given to them in the 2022 Incentive Award Plan (as amended from time to time, the "***Plan***") of CG Oncology, Inc. (the "***Company***").

The Company hereby grants to the participant listed below ("***Participant***") the stock option described in this Grant Notice (the "***Option***"), subject to the terms and conditions of the Plan and the Stock Option Agreement attached hereto as **Exhibit A** (the "***Agreement***"), both of which are incorporated into this Grant Notice by reference.

Participant:	*[Insert Participant Name]*
Grant Date:	*[Insert Grant Date]*
Exercise Price per Share:	*[Insert Exercise Price]*
Shares Subject to the Option:	*[Insert Number of Options]*
Final Expiration Date:	*[Insert Tenth Anniversary of Grant Date]*
Vesting Commencement Date:	*[Insert Vesting Commencement Date]*
Vesting Schedule:	*[Insert Vesting Schedule]* In addition, in the event a Participant experiences a Termination of Service as a result of (a) Participant's termination by the Company other than for Cause (and excluding a Termination of Service as a result of Participant's death or Disability), or (b) Participant's resignation for Good Reason, in each case within eighteen (18) months following a Change in Control, then any remaining unvested portion of the Option shall become fully vested and exercisable on the date of such Termination of Service.
Type of Option *(select one)*:	☐ Incentive Stock Option ☐ Non-Qualified Stock Option

If the Company uses an electronic capitalization table system (such as E*Trade, Shareworks or Carta) and the fields in this Grant Notice are blank or the information is otherwise provided in a different format electronically, the blank fields and other information shall be deemed to come from the electronic capitalization system and is considered part of this Grant Notice.

By accepting (whether in writing, electronically or otherwise, including an acceptance through an electronic capitalization table system used by the Company) the Option, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

CG ONCOLOGY, INC.

By: _____
Print Name: _____
Title: _____

PARTICIPANT

By: _____
Print Name: _____

EXHIBIT A

STOCK OPTION AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I.
GENERAL

1.1 Grant of Option. The Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "***Grant Date***").

1.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

ARTICLE II.
PERIOD OF EXERCISABILITY

2.1 Commencement of Exercisability. The Option will vest and become exercisable according to the vesting schedule in the Grant Notice (the "***Vesting Schedule***"), except that any fraction of a Share as to which the Option would be vested or exercisable will be accumulated and will vest and become exercisable only when a whole Share has accumulated. The Option shall not be exercisable with respect to fractional Shares. Notwithstanding anything in the Grant Notice, the Plan or this Agreement to the contrary, the Option will immediately expire and be forfeited as to any portion that is not vested and exercisable as of Participant's Termination of Service for any reason, except as may be otherwise provided by the Administrator or as set forth in another written agreement between the Company or any Subsidiary and Participant.

2.2 Duration of Exercisability. The Vesting Schedule is cumulative. Any portion of the Option which vests and becomes exercisable will remain vested and exercisable until the Option expires. The Option will be forfeited immediately upon its expiration.

2.3 Expiration of Option. Subject to Section 5.3 of the Plan, the Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice, which shall in no event be more than ten (10) years from the Grant Date;

(b) If this Option is designated as an Incentive Stock Option and the Participant, at the time the Option was granted, was a Greater Than 10% Stockholder, the expiration of five (5) years from the Grant Date;

(c) Except as the Administrator may otherwise approve, the expiration of three (3) months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability;

(d) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's death or Disability;

(e) Except as the Administrator may otherwise approve, the date of Participant's Termination of Service for Cause; and

(f) Except as otherwise provided in clauses (c) or (d) above, with respect to any unvested portion of the Option, the date that is thirty (30) days following Participant's Termination of Service by reason of Participant's death or Disability, or such shorter period as may be determined by the Administrator.

ARTICLE III.
EXERCISE OF OPTION

3.1 Person Eligible to Exercise. During Participant's lifetime, only Participant may exercise the Option, unless it has been disposed of, with the consent of the Administrator, pursuant to a domestic relations order. After Participant's death, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 2.3 hereof, be exercised by the Participant's Designated Beneficiary or by any person empowered to do so under the deceased Participant's will or under the then Applicable Laws of descent and distribution.

3.2 Manner of Exercise. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company or the Secretary's office, or such other place as may be determined by the Administrator, of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 2.3, except that the Option may only be exercised for whole Shares:

(a) An exercise notice in substantially in the form attached as **Exhibit B** to the Grant Notice (or such other form as is prescribed by the Administrator, which may be an electronic form) (the "***Exercise Notice***") signed by Participant or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such Exercise Notice complying with all applicable rules established by the Administrator; and

(b) Subject to Section 5.5 of the Plan, full payment for the Shares with respect to which the Option or portion thereof is exercised, which payment may be made by Participant, by:

(i) Cash, wire transfer of immediately available funds or check, payable to the order of the Company; or

(ii) With the consent of the Administrator, surrender to or withholding by the Company of a net number of vested Shares issuable upon the exercise of the Option valued at their fair market value; or

(iii) With the consent of the Administrator, delivery (either by actual delivery or attestation) of Shares owned by Participant valued at their fair market value; or

(iv) If there is a public market for the Shares at the time of exercise, unless the Company or the Administrator otherwise determines, through the (A) delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price, provided in either case, that such amount is paid to the Company at such time as may be required by the Administrator; or

(v) With the consent of the Administrator, any other form of payment permitted under Section 5.5 of the Plan; or

(vi) Any combination of the above permitted forms of payment; and

(c) Subject to Section 9.5 of the Plan, full payment for any applicable Tax Withholding Obligation (as defined below) in such form as permitted by the Plan; and

(d) In the event the Option or portion thereof shall be exercised pursuant to Section 3.1 by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the Option.

3.3 Taxes; Tax Withholding.

(a) The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the Option to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes required by Applicable Law to be withheld in connection with the vesting, exercise or settlement of the Option, the distribution of the Shares issuable with respect thereto, or any other taxable event related to the Option (the "***Tax Withholding Obligation***"). The Company shall have the authority and the right to deduct or withhold, or require Participant to remit to the Company, an amount sufficient to satisfy any Tax Withholding Obligation, including, without limitation, the authority to deduct such amounts from other compensation payable to Participant by the Company.

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the Option, regardless of any action the Company or any Subsidiary takes with respect to any Tax Withholding Obligations that arise in connection with the Option. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the tax treatment to Participant in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company and its Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

(c) Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company and/or any of its agents.

ARTICLE IV.
PARTICIPANT REPRESENTATIONS

In connection with the award of the Option, Participant represents to the Company the following:

(a) Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares issuable upon exercise of the Options. Participant is acquiring these Shares for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act.

(b) Participant acknowledges and understands that the Shares constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. Participant further understands that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Shares. Participant understands that the certificate evidencing the Shares may be imprinted with a legend which prohibits the transfer of the Shares unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under Applicable Laws.

(c) Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Shares exempt under Rule 701 may under present law be resold, subject to the satisfaction of certain of the conditions specified by Rule 144.

(d) In the event that the Company does not qualify under Rule 701 at the time of purchase of the Shares, then the Shares may be resold in certain limited circumstances subject to the provisions of Rule 144.

(e) Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption will be available in such event.

ARTICLE V.
OTHER PROVISIONS

5.1 Award Not Transferable; Other Restrictions. Without limiting the generality of any other provision hereof, the Award shall be subject to the restrictions on transferability set forth in Section 9.1 of the Plan. Without limiting the generality of any other provision hereof, the Participant hereby expressly acknowledges that Section 10.8 ("*Lock-Up Period*"), Section 10.9 ("*Right of First Refusal*") and Section 10.14 ("*Restrictions on Shares; Claw-Back Provisions*") of the Plan are expressly incorporated into this Agreement and are applicable to the Shares issued pursuant to this Agreement.

5.2 Restrictive Legends and Stop Transfer Orders.

(a) Legends. The Participant understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by state or federal securities laws:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT AND SUCH LAWS OR, IN THE OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN REPURCHASE RIGHTS, FORFEITURE PROVISIONS, TRANSFER RESTRICTIONS AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S), AS SET FORTH IN A STOCK OPTION AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH REPURCHASE RIGHTS, FORFEITURE PROVISIONS, TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

(b) Stop Transfer Notices. The Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

(d) Other Restrictions on Transfer. In addition to the limitations contained in Section 5.1 above and this Section 5.2, the Participant agrees and acknowledges that Participant will not transfer in any manner the Shares issued pursuant to this Agreement unless (i) the transfer is pursuant to an effective registration statement under the Securities Act or the rules and regulations in effect thereunder, or (ii) counsel for the Company shall have reasonably concluded that no such registration is required because of the availability of an exemption from registration under the Securities Act. To the extent permitted by Applicable Laws, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

5.3 Adjustments. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

5.4 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the person entitled to exercise the Option) at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

5.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

5.6 Conformity to Securities Laws. . Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the Option will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended to the extent necessary to conform to such Applicable Laws or any such exemptive rule described in the preceding sentence.

5.7 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

5.8 Entire Agreement. The Plan, the Grant Notice and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Participant hereby agrees to execute such further instruments and to take such further action as the Company requests to carry out the purposes and intent of this Agreement and the Plan, including, without limitation, restrictions on the transferability of the Shares, the right of the Company to repurchase the Shares pursuant to Section 10.9 of the Plan, the right of the Company to require that shares of Common Stock be transferred in the event of certain transactions, tag-along rights, bring-along rights, redemption and co-sale rights and voting requirements in accordance with the Plan. This Agreement may be amended by the Company in accordance with Section 9.6 of the Plan.

5.9 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

5.10 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

5.11 Rights as a Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares. The issuance of Shares under this Award to Participant shall be subject to Participant's satisfaction of the conditions under Section 10.14 of the Plan and execution of a counterpart signature page or joinder agreeing to be subject to any stockholders agreement as the Administrator shall determine.

5.12 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

5.13 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Laws, each of which will be deemed an original and all of which together will constitute one instrument.

5.14 Governing Law. The provisions of the Plan and all Awards made thereunder, including the Option, shall be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding choice-of-law principles of the law of any state that would require the application of the laws of a jurisdiction other than such state.

5.15 Incentive Stock Options. If the Option is designated as an Incentive Stock Option, the following provisions, in addition to the terms set forth in Section 5.6 of the Plan, shall apply to the Option:

(a) Participant acknowledges that to the extent the aggregate fair market value of shares (determined as of the time the option with respect to the shares is granted) with respect to which stock options intended to qualify as "incentive stock options" under Section 422 of the Code, including the Option, are exercisable for the first time by Participant during any calendar year exceeds $100,000 or if for any other reason such stock options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such stock options (including the Option) will be treated as non-qualified stock options. Participant further acknowledges that the rule set forth in the preceding sentence will be applied by taking the Option and other stock options into account in the order in which they were granted, as determined under Section 422(d) of the Code. Participant acknowledges that amendments or modifications made to the Option pursuant to the Plan that would cause the Option to become a Non-Qualified Stock Option will not materially or adversely affect Participant's rights under the Option, and that any such amendment or modification shall not require Participant's consent. Participant also acknowledges that if the Option is exercised more than three (3) months after Participant's Termination of Service as an Employee, other than by reason of death or Disability, the Option will be taxed as a Non-Qualified Stock Option. If the Option is an Incentive Stock Option and Participant is a Greater Than 10% Stockholder as of the Grant Date, the term of the Option will not exceed five (5) years from the Grant Date.

(b) Participant will give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or other transfer is made (a) within two (2) years from the Grant Date or (b) within one (1) year after the transfer of such Shares to Participant. Such notice will specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

* * * * *

EXHIBIT B

FORM OF EXERCISE NOTICE

Effective as of today, _____, _____, the undersigned *("**Participant**") hereby elects to exercise Participant's option to purchase _____ Shares of CG Oncology, Inc. (the "***Company***") under and pursuant to the CG Oncology, Inc. 2022 Incentive Award Plan (the "***Plan***") and the Stock Option Grant Notice and Stock Option Agreement dated _____, ____ (the "***Agreement***"). Capitalized terms used herein without definition shall have the meanings given in the Agreement.

Grant Date:	_____
Number of Shares as to which Option is Exercised:	_____
Exercise Price per Share:	$_____
Total Exercise Price:	$_____
Certificate to be issued in name of:	_____
Cash Payment delivered herewith (if applicable):	$_____ (Representing the full Exercise Price for the Shares, as well as any applicable withholding tax)

Type of Option (select one): ☐ Incentive Stock Option ☐ Non-Qualified Stock Option

1. ***Representations of Participant***. Participant acknowledges that Participant has received, read and understood the Plan and the Agreement. Participant agrees to abide by and be bound by their terms and conditions.

2. ***Tax Consultation***. Participant understands that Participant may suffer adverse tax consequences as a result of Participant's purchase or disposition of the Shares. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the purchase or disposition of the Shares and that Participant is not relying on the Company for any tax advice. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Participant understands that Participant (and not the Company) shall be responsible for Participant's tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

3. ***Participant Representations***. Participant hereby reaffirms the representations in Article IV of the Agreement as of the date hereof.

4. ***Further Instruments***. Participant hereby agrees to execute such further instruments and to take such further action as the Company requests to carry out the purposes and intent of this Agreement and the Plan, including, without limitation, restrictions on the transferability of the Shares, the right of the Company to exercise its repurchase rights pursuant to Section 10.9 of the Plan, the right of the Company to require that shares of Common Stock be transferred in the event of certain transactions, tag-along rights, bring-along rights, redemption and co-sale rights and voting requirements in accordance with the Plan. The issuance of Shares shall be further subject to Participant's satisfaction of the conditions under Section 10.14 of the Plan and execution of a counterpart signature page or joinder agreeing to be subject to any stockholders agreement as the Administrator shall determine.

5. ***Notices***. Any notice required or permitted hereunder shall be given in accordance with the provisions set forth in Section 5.4 of the Agreement.

6. ***Entire Agreement***. The Plan and Agreement are incorporated herein by reference. This Notice, the Plan and the Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

CG ONCOLOGY, INC.

By: _____
Print Name: _____
Title: _____

PARTICIPANT:

By: _____
Print Name: _____

CG ONCOLOGY, INC.
2022 INCENTIVE AWARD PLAN

STOCK OPTION GRANT NOTICE (EARLY EXERCIZE)

Capitalized terms not specifically defined in this Stock Option Grant Notice (the "***Grant Notice***") have the meanings given to them in the 2022 Incentive Award Plan (as amended from time to time, the "***Plan***") of CG Oncology, Inc. (the "***Company***").

The Company hereby grants to the participant listed below ("***Participant***") the stock option described in this Grant Notice (the "***Option***"), subject to the terms and conditions of the Plan and the Stock Option Agreement attached hereto as **Exhibit A** (the "***Agreement***"), both of which are incorporated into this Grant Notice by reference.

Participant:	*[Insert Participant Name]*
Grant Date:	*[Insert Grant Date]*
Exercise Price per Share:	*[Insert Exercise Price]*
Shares Subject to the Option:	*[Insert Number of Options]*
Final Expiration Date:	*[Insert Tenth Anniversary of Grant Date]*
Vesting Commencement Date:	*[Insert Vesting Commencement Date]*
Exercise Schedule:	ý Early Exercise Permitted
Vesting Schedule:	This Option is exercisable immediately, in whole or in part, at such times as are established by the Administrator. The shares subject to this Option shall vest and/or be released from the Company Repurchase Right, as set forth in Section 5.1 of the Agreement, according to the following schedule: *[Insert Vesting Schedule]* In addition, in the event a Participant experiences a Termination of Service as a result of (a) Participant's termination by the Company other than for Cause (and excluding a Termination of Service as a result of Participant's death or Disability), or (b) Participant's resignation for Good Reason, in each case within eighteen (18) months following a Change in Control, then any remaining unvested portion of the Option shall become fully vested and and/or be released from the Company Repurchase Right on the date of such Termination of Service.
Type of Option *(select one)*:	☐ Incentive Stock Option ☐ Non-Qualified Stock Option

If the Company uses an electronic capitalization table system (such as E*Trade, Shareworks or Carta) and the fields in this Grant Notice are blank or the information is otherwise provided in a different format electronically, the blank fields and other information shall be deemed to come from the electronic capitalization system and is considered part of this Grant Notice.

By accepting (whether in writing, electronically or otherwise, including an acceptance through an electronic capitalization table system used by the Company) the Option, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

CG ONCOLOGY, INC.

By: _____
Print Name: _____
Title: _____

PARTICIPANT

By: _____
Print Name: _____

EXHIBIT A

STOCK OPTION AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I.
GENERAL

1.1 Grant of Option. The Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "***Grant Date***").

1.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

ARTICLE II.
EXERCISABILITY

2.1 Vesting. The Option will vest according to the vesting schedule in the Grant Notice (the "***Vesting Schedule***"), except that any fraction of a Share as to which the Option would be vested will be accumulated and will vest only when a whole Share has accumulated. The Option shall not be exercisable with respect to fractional Shares. The Vesting Schedule is cumulative. Notwithstanding anything in the Grant Notice, the Plan or this Agreement to the contrary, any portion of the Option that has not become vested on or prior to the date of Participant's Termination of Service for any reason shall not thereafter become vested, except as may be otherwise provided by the Administrator or as set forth in another written agreement with the Company and Participant.

2.2 Exercisability. Any portion of the Option or the entire Option may be exericised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 2.3, provided that each unvested Share with respect to which the Option is exercised (each a "***Restricted Share***") shall be subject to the Company Repurchase Right (as defined in Section 5.1 below) for so long as the Option shall remain unvested with respect to such Share under the terms of this Agreement. The Restricted Shares shall be released from the Company Repurchase Right as set forth in Section 5.1. For the avoidance of doubt, all Shares with respect to which the Option is exercised shall at all times be assumed to be Restricted Shares to the fullest extent possible under the terms of this Agreement, unless otherwise provided by the Administrator.

2.3 Expiration of Option. Subject to Section 5.3 of the Plan, the Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice, which shall in no event be more than ten (10) years from the Grant Date;

(b) If this Option is designated as an Incentive Stock Option and the Participant, at the time the Option was granted, was a Greater Than 10% Stockholder, the expiration of five (5) years from the Grant Date;

(c) Except as the Administrator may otherwise approve, the expiration of three (3) months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability;

(d) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's death or Disability;

(e) Except as the Administrator may otherwise approve, the date of Participant's Termination of Service for Cause; and

(f) Except as otherwise provided in clauses (c) or (d) above, with respect to any unvested portion of the Option, the date that is thirty (30) days following Participant's Termination of Service by reason of Participant's death or Disability, or such shorter period as may be determined by the Administrator.

ARTICLE III.
EXERCISE OF OPTION

3.1 Person Eligible to Exercise. During Participant's lifetime, only Participant may exercise the Option, unless it has been disposed of, with the consent of the Administrator, pursuant to a domestic relations order. After Participant's death, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 2.3 hereof, be exercised by the Participant's Designated Beneficiary or by any person empowered to do so under the deceased Participant's will or under the then Applicable Laws of descent and distribution.

3.2 Manner of Exercise. The Option, or any portion thereof, may be exercised solely by delivery to the Secretary of the Company or the Secretary's office, or such other place as may be determined by the Administrator, of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 2.3, except that the Option may only be exercised for whole Shares:

(a) An exercise notice in substantially in the form attached as **Exhibit B** to the Grant Notice (or such other form as is prescribed by the Administrator, which may be an electronic form) (the "***Exercise Notice***") signed by Participant or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such Exercise Notice complying with all applicable rules established by the Administrator; and

(b) Subject to Section 5.5 of the Plan, full payment for the Shares with respect to which the Option or portion thereof is exercised, which payment may be made by Participant, by:

(i) Cash, wire transfer of immediately available funds or check, payable to the order of the Company; or

(ii) With the consent of the Administrator, surrender to or withholding by the Company of a net number of vested Shares issuable upon the exercise of the Option valued at their fair market value; or

(iii) With the consent of the Administrator, delivery (either by actual delivery or attestation) of Shares owned by Participant valued at their fair market value; or

(iv) If there is a public market for the Shares at the time of exercise, unless the Company or the Administrator otherwise determines, through the (A) delivery (including

electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price, provided in either case, that such amount is paid to the Company at such time as may be required by the Administrator; or

(v) With the consent of the Administrator, any other form of payment permitted under Section 5.5 of the Plan; or

(vi) Any combination of the above permitted forms of payment; and

(c) Subject to Section 9.5 of the Plan, full payment for any applicable Tax Withholding Obligation (as defined below) in such form as permitted by the Plan; and

(d) In the event the Option or portion thereof shall be exercised pursuant to Section 3.1 by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the Option; and

(e) In the event the Option or portion thereof shall be exercised as to Restricted Shares, the following (collectively, the "***Additional Documents***"):

(i) The stock assignment duly endorsed in blank, attached as **Exhibit C** to the Grant Notice (the "***Stock Assignment***"), executed by Participant; and

(ii) If Participant has a spouse of Participant, the Consent of Spouse attached as **Exhibit D** to the Grant Notice, executed by Participant's spouse.

3.3 Taxes; Tax Withholding.

(a) The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the Option to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes required by Applicable Law to be withheld in connection with the vesting, exercise or settlement of the Option, the distribution of the Shares issuable with respect thereto, or any other taxable event related to the Option (the "***Tax Withholding Obligation***"). The Company shall have the authority and the right to deduct or withhold, or require Participant to remit to the Company, an amount sufficient to satisfy any Tax Withholding Obligation, including, without limitation, the authority to deduct such amounts from other compensation payable to Participant by the Company.

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the Option, regardless of any action the Company or any Subsidiary takes with respect to any Tax Withholding Obligations that arise in connection with the Option. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the tax treatment to Participant in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company and its Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

(c) Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company and/or any of its agents.

3.4 Section 83(b).

(a) Election for Restricted Shares Purchased Pursuant to a Non-Qualified Stock Option. Participant acknowledges that, with respect to the exercise of a Non-Qualified Stock Option for Restricted Shares, unless an election is filed by Participant with the Internal Revenue Service and, if necessary, the proper state taxing authorities, within thirty days of the purchase of the Shares, electing pursuant to Section 83(b) of the Code (and similar state tax provisions if applicable) to be taxed currently on any difference between the purchase price of the Shares and their Fair Market Value on the date of purchase, there will be a recognition of taxable income to Participant, measured by the excess, if any, of the Fair Market Value of the Shares, at the time the Company Repurchase Right lapses over the purchase price for the Shares. Participant represents that Participant has consulted any tax consultant(s) Participant deems advisable in connection with the purchase of the Shares or the filing of the election under Section 83(b) of the Code and similar tax provisions.

(b) Section 83(b) Election for Restricted Shares Purchased Pursuant to an Incentive Stock Option. Participant hereby acknowledges that he or she has been informed that, with respect to the exercise of an Incentive Stock Option for Restricted Shares, unless an election is filed by Participant with the Internal Revenue Service and, if necessary, the proper state taxing authorities, within thirty days of the purchase of the Shares, electing pursuant to Section 83(b) of the Code (and similar state tax provisions if applicable) to be taxed currently on any difference between the purchase price of the Shares and their Fair Market Value on the date of purchase, there will be a recognition of income to the Participant, for alternative minimum tax purposes measured by the excess, if any, of the Fair Market Value of the Shares at the time the Company's Repurchase Option lapses over the purchase price for the Shares. Participant further acknowledges that if an election is filed under Section 83(b) of the Code for the Unvested Shares and such shares are sold or transferred prior to the date two years following the Grant Date and one year following the purchase date of such shares, there will be a recognition of income to the Participant, for ordinary income, measured by the excess, if any, of the Fair Market Value of the Shares at the time the Company's Repurchase Option lapses over the purchase price for the Shares. Participant represents that Participant has consulted any tax consultant(s) Participant deems advisable in connection with the purchase of the Shares or the filing of the election under Section 83(b) and similar tax provisions.

PARTICIPANT ACKNOWLEDGES THAT IT IS PARTICIPANT'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO TIMELY FILE THE ELECTION UNDER SECTION 83(B) OF THE CODE, AND THE COMPANY AND ITS REPRESENTATIVES SHALL HAVE NO OBLIGATION OR AUTHORITY TO MAKE THIS FILING ON PARTICIPANT'S BEHALF.

ARTICLE IV.
PARTICIPANT REPRESENTATIONS

In connection with the award of the Option, Participant represents to the Company the following:

(a) Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares issuable upon exercise of the Options. Participant is acquiring these Shares for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act.

(b) Participant acknowledges and understands that the Shares constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. Participant further understands that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Shares. Participant understands that the certificate evidencing the Shares may be imprinted with a legend which prohibits the transfer of the Shares unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under Applicable Laws.

(c) Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Shares exempt under Rule 701 may under present law be resold, subject to the satisfaction of certain of the conditions specified by Rule 144.

(d) In the event that the Company does not qualify under Rule 701 at the time of purchase of the Shares, then the Shares may be resold in certain limited circumstances subject to the provisions of Rule 144.

(e) Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption will be available in such event.

ARTICLE V.
REPURCHASE AND TRANSFER RESTRICTIONS

5.1 Company Repurchase Right.

(a) Company Repurchase Right. Upon Participant's Termination of Service for any reason, the Company shall have the right and option to repurchase all of the Restricted Shares from Participant, or Participant's transferee or legal representative, as the case may be, for a purchase price equal to the price per Share paid for such Restricted Shares (the "***Company Repurchase Right***").

(b) Exercise of Company Repurchase Right. The Company may exercise the Company Repurchase Right by delivering to Participant (or his or her transferee or legal representative, as the case may be), within ninety days of the date of Participant's Termination of Service, a written notice indicating the Company's intention to exercise the Company Repurchase Right and setting forth a date for closing not later than thirty days from the issuance of such notice. The closing shall take place at the Company's office. At the closing, the holder of the certificates for the Restricted Shares shall deliver the stock certificate or certificates evidencing the Restricted Shares, and the Company shall deliver the purchase price therefore. At its option, the Company may elect to make payment for the Restricted Shares to a bank selected by the Company. The Company shall avail itself of this option by a written notice to Participant stating the name and address of the bank, date of closing, and waiving the closing at the Company's office. If the Company does not elect to exercise the Company Repurchase Right by giving the requisite notice within ninety days following the date of Participant's Termination of Service, the Company Repurchase Right shall terminate.

(c) Release of Restricted Shares. The Restricted Shares shall be released from the Company Repurchase Right upon vesting of the Option with respect to such Shares in accordance with the terms of this Agreement. For the avoidance of doubt, all Shares with respect to which the Option is exercised shall at all times be assumed to be Restricted Shares to the fullest extent possible under the terms of this Agreement, unless otherwise provided by the Administrator. Fractional Shares shall be rounded down to the nearest whole share.

5.2 Award Not Transferable; Other Restrictions. Without limiting the generality of any other provision hereof, the Option and the Restricted Shares, as applicable, shall be subject to the restrictions on transferability set forth in Section 9.1 of the Plan. Without limiting the generality of any other provision hereof, the Participant hereby expressly acknowledges that Section 10.8 ("*Lock-Up Period*"), Section 10.9 ("*Right of First Refusal*") and Section 10.14 ("*Restrictions on Shares; Claw-Back Provisions*") of the Plan are expressly incorporated into this Agreement and are applicable to the Shares issued pursuant to this Agreement. Any transferee of the Shares shall hold such Shares subject to all of the provisions hereof and the Plan and the Exercise Notice and Additional Documents executed by Participant with respect to such Shares.

5.3 Restricted Shares; Rights as a Stockholder. Except as otherwise provided herein, upon exercise of the Option and the issuance of the Shares to Participant (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), Participant shall have all the rights of a stockholder with respect to the Restricted Shares, including the right to receive any cash or stock dividends or other distributions paid to or made with respect to the Restricted Shares, subject to the restrictions described in the following sentence, which restrictions shall lapse when the Restricted Shares are released from the Company Repurchase Right as set forth in Section 5.1. Unless otherwise provided by the Administrator, if any dividends or distributions are paid in shares, or consist of a dividend or distribution to holders of Common Stock of property, the shares or other property will be retained in custody by the Company (without interest) (the "***Retained Distributions***") and subject to the same repurchase and transferability restrictions as the Restricted Shares with respect to which they were paid and shall automatically be forfeited to the Company for no consideration in the event the Company exercises the Company Repurchase Right for the Restricted Shares with respect to which they were paid. In no event shall a Retained Distribution be paid with respect to Restricted Shares later than the end of the calendar year in which the corresponding dividends or distributions are paid to holders of Common Stock or, if later,

the 15th day of the third month following the later of (a) the date the corresponding dividends or distributions are paid to holders of Common Stock and (b) the date the Restricted Shares with respect to which the Retained Distributions are paid vest. Participant shall enjoy rights as a stockholder until such time as Participant disposes of the Shares or the Company and/or its assignee(s) exercises the Right of First Refusal under the Plan. Upon such exercise, Participant shall have no further rights as a holder of the Shares so purchased except the right to receive payment for the Shares so purchased in accordance with the provisions of the Plan and this Agreement, and Participant shall forthwith cause the certificate(s), if any issued, evidencing the Shares so purchased to be surrendered to the Company for transfer or cancellation.

5.4 Restrictive Legends and Stop Transfer Orders.

(a) Legends. The Participant understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by state or federal securities laws:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT AND SUCH LAWS OR, IN THE OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN REPURCHASE RIGHTS, FORFEITURE PROVISIONS, TRANSFER RESTRICTIONS AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S), AS SET FORTH IN A STOCK OPTION AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH REPURCHASE RIGHTS, FORFEITURE PROVISIONS, TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

(b) Stop Transfer Notices. The Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

(d) Other Restrictions on Transfer. In addition to the limitations contained in Section 5.2 above and this Section 5.4, the Participant agrees and acknowledges that Participant will not transfer in any manner the Shares issued pursuant to this Agreement unless (i) the transfer is pursuant to an effective registration statement under the Securities Act or the rules and regulations in effect thereunder, or (ii) counsel for the Company shall have reasonably concluded that no such registration is required because of the availability of an exemption from registration under the Securities Act. To the extent permitted by Applicable Laws, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

5.5 Escrow. To insure the availability for delivery of the Restricted Shares upon repurchase by the Company pursuant to the Company Repurchase Right, Participant appoints the Secretary of the Company, or such other person designated by the Administrator from time to time as escrow agent, as its attorney-in-fact to sell, assign and transfer unto the Company, such Restricted Shares, if any, repurchased by the Company pursuant to the Company Repurchase Right, together with and any Retained Distributions paid thereon pursuant to Section 5.3 and held by the Company, and shall, upon execution of the applicable Exercise Notice, deliver and deposit with the Secretary of the Company, or such other person designated by the Administrator from time to time, the share certificate(s) representing the Restricted Shares, together with the Stock Assignment. The Restricted Shares and Stock Assignment (and any Retained Distributions) shall be held by the Secretary, or such other person designated by the Administrator from time to time, in escrow, until the Company exercises the Company Repurchase Right, until such Restricted Shares are released from the Company Repurchase Right as set forth in Article V or until such time as this Agreement no longer is in effect. Upon release of the Restricted Shares from the Company's Repurchase Right, the escrow agent shall as soon as reasonably practicable deliver to Participant the certificate or certificates representing such Shares in the escrow agent's possession belonging to Participant, and the escrow agent shall be discharged of all further obligations hereunder. The Company, or its designee, shall not be liable for any act it may do or omit to do with respect to holding the Restricted Shares (or any Retained Distributions) in escrow and while acting in good faith and in the exercise of its judgment.

ARTICLE VI.

OTHER PROVISIONS

6.1 Adjustments**B.** . Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

6.2 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the person entitled to exercise the Option) at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

6.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

6.4 Conformity to Securities Laws**C.** . Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the Option will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are

requirements for the application of such exemptive rule. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended to the extent necessary to conform to such Applicable Laws or any such exemptive rule described in the preceding sentence.

6.5 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

6.6 Entire Agreement. The Plan, the Grant Notice and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Participant hereby agrees to execute such further instruments and to take such further action as the Company requests to carry out the purposes and intent of this Agreement and the Plan, including, without limitation, restrictions on the transferability of the Shares, the right of the Company to repurchase the Shares pursuant to Section 10.9 of the Plan, the right of the Company to require that shares of Common Stock be transferred in the event of certain transactions, tag-along rights, bring-along rights, redemption and co-sale rights and voting requirements in accordance with the Plan. This Agreement may be amended by the Company in accordance with Section 9.6 of the Plan.

6.7 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

6.8 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

6.9 Rights as a Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares. The issuance of Shares under this Award to Participant shall be subject to Participant's satisfaction of the conditions under Section 10.14 of the Plan and execution of a counterpart signature page or joinder agreeing to be subject to any stockholders agreement as the Administrator shall determine.

6.10 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

6.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Laws, each of which will be deemed an original and all of which together will constitute one instrument.

6.12 Governing Law. The provisions of the Plan and all Awards made thereunder, including the Option, shall be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding choice-of-law principles of the law of any state that would require the application of the laws of a jurisdiction other than such state.

6.13 Incentive Stock Options. If the Option is designated as an Incentive Stock Option, the following provisions, in addition to the terms set forth in Section 5.6 of the Plan, shall apply to the Option:

(a) Participant acknowledges that to the extent the aggregate fair market value of shares (determined as of the time the option with respect to the shares is granted) with respect to which stock options intended to qualify as "incentive stock options" under Section 422 of the Code, including the Option, are exercisable for the first time by Participant during any calendar year exceeds $100,000 or if for any other reason such stock options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such stock options (including the Option) will be treated as non-qualified stock options. Participant further acknowledges that the rule set forth in the preceding sentence will be applied by taking the Option and other stock options into account in the order in which they were granted, as determined under Section 422(d) of the Code. Participant acknowledges that amendments or modifications made to the Option pursuant to the Plan that would cause the Option to become a Non-Qualified Stock Option will not materially or adversely affect Participant's rights under the Option, and that any such amendment or modification shall not require Participant's consent. Participant also acknowledges that if the Option is exercised more than three (3) months after Participant's Termination of Service as an Employee, other than by reason of death or Disability, the Option will be taxed as a Non-Qualified Stock Option. If the Option is an Incentive Stock Option and Participant is a Greater Than 10% Stockholder as of the Grant Date, the term of the Option will not exceed five (5) years from the Grant Date.

(b) Participant will give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or other transfer is made (a) within two (2) years from the Grant Date or (b) within one (1) year after the transfer of such Shares to Participant. Such notice will specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

* * * * *

EXHIBIT B

FORM OF EXERCISE NOTICE

Effective as of today, _____, _____, the undersigned *("**Participant**") hereby elects to exercise Participant's option to purchase _____ Shares of CG Oncology, Inc. (the "***Company***") under and pursuant to the CG Oncology, Inc. 2022 Incentive Award Plan (the "***Plan***") and the Stock Option Grant Notice and Stock Option Agreement dated _____, ____ (the "***Agreement***"). Capitalized terms used herein without definition shall have the meanings given in the Agreement.

Grant Date:	_____
Number of Shares as to which Option is Exercised:	_____
Exercise Price per Share:	$_____
Total Exercise Price:	$_____
Certificate to be issued in name of:	_____
Cash Payment delivered herewith (if applicable):	$_____ (Representing the full Exercise Price for the Shares, as well as any applicable withholding tax)

Type of Option (select one): ☐ Incentive Stock Option ☐ Non-Qualified Stock Option

1. ***Representations of Participant***. Participant acknowledges that Participant has received, read and understood the Plan and the Agreement. Participant agrees to abide by and be bound by their terms and conditions.

2. ***Tax Consultation***. Participant understands that Participant may suffer adverse tax consequences as a result of Participant's purchase or disposition of the Shares. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the purchase or disposition of the Shares and that Participant is not relying on the Company for any tax advice. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Participant understands that Participant (and not the Company) shall be responsible for Participant's tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

3. ***Participant Representations***. Participant hereby reaffirms the representations in Article IV of the Agreement as of the date hereof.

4. ***Further Instruments***. Participant hereby agrees to execute such further instruments and to take such further action as the Company requests to carry out the purposes and intent of this Agreement and the Plan, including, without limitation, restrictions on the transferability of the Shares, the right of the Company to exercise its repurchase rights pursuant to Section 10.9 of the Plan, the right of the Company to require that shares of Common Stock be transferred in the event of certain transactions, tag-along rights, bring-along rights, redemption and co-sale rights and voting requirements in accordance with the Plan. The issuance of Shares shall be further subject to Participant's satisfaction of the conditions under Section 10.14 of the Plan and execution of a counterpart signature page or joinder agreeing to be subject to any stockholders agreement as the Administrator shall determine.

5. ***Notices***. Any notice required or permitted hereunder shall be given in accordance with the provisions set forth in Section 6.2 of the Agreement.

6. ***Entire Agreement***. The Plan and Agreement are incorporated herein by reference. This Notice, the Plan and the Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

CG ONCOLOGY, INC.

By: _____
Print Name: _____
Title: _____

PARTICIPANT:

By: _____
Print Name: _____

EXHIBIT C

STOCK ASSIGNMENT

[*See instructions below*]

FOR VALUE RECEIVED I, _____, hereby sell, assign and transfer unto _____ the shares of the Common Stock of CG Oncology, Inc. registered in my name on the books of said corporation represented by Certificate No. _____ and do hereby irrevocably constitute and appoint _____ to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

This Assignment Separate from Certificate may be used only in accordance with the Stock Option Grant Notice and Stock Option Agreement between CG Oncology, Inc. and the undersigned dated _____.

Dated: _____, ____

Signature: _____
[Name]

INSTRUCTIONS: Please do not fill in any blanks other than the signature line. The purpose of this assignment is to enable the Company to exercise the Company Repurchase Right, as set forth in the Stock Option Grant Notice and Stock Option Agreement, without requiring additional signatures on the part of Participant.

EXHIBIT D

CONSENT OF SPOUSE

I, _____, spouse of _____, have read and approve the Stock Option Grant Notice and Stock Option Agreement dated _____, between my spouse and CG Oncology, Inc. In consideration of granting of the right to my spouse to purchase shares of CG Oncology, Inc. set forth in the Stock Option Grant Notice and Stock Option Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Stock Option Grant Notice and Stock Option Agreement and agree to be bound by the provisions of the Stock Option Grant Notice and Stock Option Agreement insofar as I may have any rights in said Stock Option Grant Notice and Stock Option Agreement or any shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the Stock Option Grant Notice and Stock Option Agreement or the exercise of the option granted thereunder.

Dated: _____, ____

_____

Signature of Spouse

INSTRUCTIONS: Please do not fill in the blanks other than the signature line. The purpose of this assignment is to enable the Company to exercise its "Repurchase Option," as set forth in the Stock Option Grant Notice and Stock Option Agreement, without requiring additional signatures on the part of Participant.

FORM OF 83(B) ELECTION AND INSTRUCTIONS

These instructions are provided to assist you if you choose to make an election under Section 83(b) of the Internal Revenue Code, as amended, with respect to the shares of common stock of CG Oncology, Inc. transferred to you. **Please consult with your personal tax advisor as to whether an election of this nature will be in your best interests in light of your personal tax situation.**

The executed original of the Section 83(b) election must be filed with the Internal Revenue Service not later than 30 days after the date the shares were transferred to you. **There is no remedy for failure to file on time.** The steps outlined below should be followed to ensure the election is mailed and filed correctly and in a timely manner. **If you make the Section 83(b) election, the election is irrevocable.**

Complete the Section 83(b) election form (attached as Attachment 1) and make four (4) copies of the signed election form. Your spouse, if any, should sign the Section 83(b) election form as well.

Prepare the cover letter to the Internal Revenue Service (sample letter attached as Attachment 2).

Send the cover letter with the originally executed Section 83(b) election form and one (1) copy via certified mail, return receipt requested to the Internal Revenue Service at the address of the Internal Revenue Service where you file your personal tax returns. We suggest that you have the package date-stamped at the post office. The post office will provide you with a certified receipt that includes a dated postmark. Enclose a self-addressed, stamped envelope so that the Internal Revenue Service may return a date-stamped copy to you. However, your postmarked receipt is your proof of having timely filed the Section 83(b) election if you do not receive confirmation from the Internal Revenue Service.

One (1) copy must be sent to CG Oncology, Inc. for its records.

Retain the Internal Revenue Service file stamped copy (when returned) for your records.

Please consult your personal tax advisor for the address of the office of the Internal Revenue Service to which you should mail your election form.

ATTACHMENT 1

ELECTION UNDER INTERNAL REVENUE CODE SECTION 83(B)

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in taxpayer's gross income for the current taxable year the amount of any compensation taxable to taxpayer in connection with taxpayer's receipt of shares (the "***Shares***") of Common Stock of CG Oncology, Inc., a Delaware corporation (the "***Company***").

The name, address and taxpayer identification number of the undersigned taxpayer are:

_____
_____
_____
SSN: _____

The name, address and taxpayer identification number of the Taxpayer's spouse are (complete if applicable):

_____
_____
_____
SSN: _____

Description of the property with respect to which the election is being made:

_____ (_____) shares of Common Stock of the Company.

The date on which the property was transferred was _____. The taxable year to which this election relates is calendar year ____.

Nature of restrictions to which the property is subject:

The Shares are subject to repurchase by the Company or its assignee upon the occurrence of certain events. This repurchase right lapses based upon the continued performance of services by the taxpayer over time.

The fair market value at the time of transfer (determined without regard to any lapse restrictions, as defined in Treasury Regulation Section 1.83-3(i)) of the Shares was $_____ per Share.

The amount paid by the taxpayer for the Shares was per share.

A copy of this statement has been furnished to the Company.

Dated: _____, ____ Taxpayer Signature _____

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE CG ONCOLOGY, INC. HAS DETERMINED THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO CG ONCOLOGY, INC. IF PUBLICLY DISCLOSED.

DEVELOPMENT AND LICENSE AGREEMENT

This DEVELOPMENT AND LICENSE AGREEMENT ("***Agreement***") effective as of March 11, 2019 ("***Effective Date***"), is entered into by and between Cold Genesys, Inc. ("***CG***"), with offices at Santa Ana, CA 92707, and Lepu Biotech Co., Ltd. ("***Lepu***"), with offices at 1-C280, No. 1628 Suzhao Road, Minhang, Shanghai. CG and Lepu may each be referred to as a "***Party***" or together as the "***Parties.***"

RECITALS

WHEREAS, CG owns or controls certain intellectual property assets, including, but not limited to, patents, proprietary know-how, and scientific and technical information relating to CG's CG0070 recombinant adenovirus;

WHEREAS, Lepu possesses expertise and resources relating to the development, manufacture and commercialization of pharmaceutical products and wishes to obtain an exclusive license under CG's patents, proprietary know-how and scientific and technical information relating to CG's CG0070 recombinant adenovirus to develop, manufacture and commercialize products for China; and

WHEREAS, CG and Lepu desire to enter into a collaboration for the development and commercialization of such products as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties and covenants contained herein, CG and Lepu, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **CERTAIN DEFINITIONS**. For purposes of this Agreement, the following capitalized terms, whether used in the singular or plural, shall have the following meanings:

1.1 "***Adverse Event***" means any undesirable event or experience associated with the use of a medicinal product, whether or not expected, including, but not limited to, an event or experience that occurs: in the course of the use of the product in professional practice; from overdose whether accidental or intentional; from abuse; from withdrawal; or from a failure of expected pharmacological or biological therapeutic action of the product.

1.2 "***Affiliate***" means any Person that, directly or indirectly, controls, is controlled by or is under common control with a Party for so long as such control exists, where "control" means the decision-making authority as to such Person and, further, where such control

shall be presumed to exist where a Person owns more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) entitled to vote regarding composition of the board of directors or other body entitled to direct the affairs of the entity.

1.3 "***Approval Request***" shall have the meaning assigned thereto in Section 9.1.

1.4 "***Business Day***" means any day other than (a) Saturday or Sunday or (b) any other day on which banks in New York, New York, United States are permitted or required to be closed.

1.5 "***CG0070 Patents***" means the following: (a) the patents and patent applications set forth in Exhibit 1 attached hereto; (b) all other patents and patent applications owned or Controlled by CG as of the Effective Date or during the Term with at least one pending or issued claim that would be infringed by the manufacture, use, and/or sale of a Product; (c) all patent applications claiming priority from a patent or patent application described in (a) or (b), including, without limitation, continuations, divisionals, continuations-in-part and foreign patent applications; (d) all patents and patent applications from which any patent or patent application described in (a), (b), or (c) claims priority; and (e) all patents issuing from a patent application described in (a), (b), (c), or (d), including, without limitation, all reissues, reexaminations and extensions.

1.6 "***Change in Control***" means a transaction or series of related transactions pursuant to which an entity that directly or indirectly obtains ownership of more than fifty percent (50%) of the voting securities of CG, provided that (i) CG is the surviving or continuing entity in the event of any merger, combination, conversion, reorganization, or similar transaction that constitutes all or part of such Change in Control and (ii) no assets of CG relating to the Licensed IP are assigned, transferred or sold in connection with such transaction or series of related transactions constituting such Change in Control.

1.7 "***Claim***" means any charge, complaint, action, suit, proceeding, hearing, investigation, claim or demand.

1.8 "***Combination Product***" means a Product(s) and Other Product(s) sold in combination.

1.9 "***Commercially Reasonable Efforts***" means efforts at least consistent with the efforts a party would be expected to devote to a product of similar market potential, profit potential (determined without taking into account payments under this Agreement) or strategic value resulting from its own research efforts, based on conditions then prevailing. In all cases, the level of efforts required of a party in connection with its Development and/or Commercialization efforts (as applicable) shall be determined without reference to any product other than Products or any other drug development program owned by that Party, its Affiliates or any Sublicensee, or to which any of them have any rights.

1.10 "***Commercialization***", "***Commercialize***" or "***Commercializing***" means engaging in any and all activities directed to manufacturing of commercial supplies, marketing, promoting, distributing, offering for sale, selling, importing, exporting or exploiting a product, and conducting post Marketing Authorization Approval studies.

1.11 "***Confidential Information***" shall have the meaning assigned thereto in Section 10.1.

1.12 "***Control***" or "***Controlled***" means, with respect to any item of or right under CG0070 Patents or Licensed Know-How, the possession of such item or right (whether by ownership or license, other than pursuant to this Agreement) or the ability of a Party to grant a license or sublicense of such item or right as provided for herein without violating the terms of any agreement or other arrangement with any Third Party existing at the time such Party would be required hereunder to grant the other Party such license or sublicense and without payment of additional consideration to such Third Party.

1.13 "***Cover***" or "***Covering***" means, (a) with respect to a patent or patent application, that at least one Valid Claim of such patent or patent application would be infringed by the product, method, use, or device, as applicable, and (b) with respect to any other intellectual property right, that the product, method, use or device would infringe or misappropriate such rights unless a license were granted.

1.14 "***Development***", "***Develop***" or "***Developing***" means engaging in preclinical and clinical drug development activities, including, but not limited to, test method development, stability testing, toxicology, formulation, process development, manufacturing scale-up, development-stage manufacturing, analytical method validation, manufacturing process validation, cleaning validation, post-approval changes, quality assurance/quality control, statistical analysis, report writing, preclinical and Clinical studies, regulatory filing submission and approval and regulatory affairs, but expressly excluding Research.

1.15 "***Development Activities***" means activities undertaken in performance of the Development Plan.

1.16 "***Development Plan***" means the comprehensive plan for the Development of Products for the purpose of obtaining Marketing Authorization Approval for the Products in the Field of Use in the Territory.

1.17 "***Disclosing Party***" shall have the meaning assigned thereto in Section 10.1.

1.18 "***FDA***" means the United States Food and Drug Administration and any successor agency thereto.

1.19 "***FDCA***" means the Federal Food, Drug and Cosmetics Act, as amended from time to time, and the rules, regulations and guidelines promulgated thereunder.

1.20 "***Field of Use***" means the use of the CG0070 recombinant adenovirus and/or n-Dodecyl-beta-Maltoside ("***DDM***") to treat and/or prevent cancer (in each case, including in a combination therapy).

1.21 "***First Commercial Sale***" means the first transfer for value of commercial quantities of any Product by Lepu or any of its Affiliates or Sublicensees after receipt of Marketing Authorization Approval. Sales for test marketing, sampling and promotional uses, clinical study purposes or compassionate or similar uses shall not be considered to constitute a First Commercial Sale.

1.22 "***Good Manufacturing Practices***" means, with respect to the United States, the minimum then-current good manufacturing practices for methods, facilities, and controls to be used for the manufacture, processing, packing, or holding of a drug to assure that it meets the requirements of the FDCA for safety and has the identity and strength and meets the quality and purity characteristics, specified in 21 C.F.R. Parts 210 and 211, as may be amended, and, with respect to any other country or jurisdiction, the equivalent regulations in such other country or jurisdiction.

1.23 "***Governmental Authority***" means any court, tribunal, arbitrator, agency, legislative body, commission, official or other instrumentality of (a) any government of any country, (b) a federal, state, province, county, city or other political subdivision thereof or (c) any supranational body, including, but not limited to, the FDA.

1.24 "***Intellectual Property Rights***" means any and all patent rights, copyright rights, trade secret rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world (including, but not limited to, any application therefor) whether now known or hereafter existing.

1.25 "***Laws***" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the binding effect of law of any Governmental Authority.

1.26 "***Licensed IP***" means the Licensed Patents and Licensed Know-How.

1.27 "***Licensed Know-How***" means all know-how and technical information Controlled and possessed by CG during the Term that relates to the CG0070 recombinant adenovirus and/or DDM and is reasonably necessary or useful to develop, use, sell, offer to sell, market or promote the CG0070 recombinant adenovirus and/or DDM in the Field of Use in the Territory.

1.28 "***Licensed Patents***" means CG0070 Patents held in a jurisdiction within the Territory.

1.29 "***Manufacturing Documentation***" means, with respect to a Product, the documentation that is in CG's possession and relevant to the manufacture of such Product.

1.30 "***Marketing Authorization Approval***" shall mean approval by the applicable Regulatory Authority for sale of a Product in the Field of Use.

1.31 "***Materials***" shall have the meaning assigned thereto in Section 7.1.1.

1.32 "***Net Sales***" means with respect to a given period, the gross amounts invoiced for Products sold or otherwise disposed of by Lepu, an Affiliate of Lepu, or a Sublicensee, to Third Party customers, less the following amounts:

(i) [***];

(ii) [***];

(iii) [***];

(iv) [***];

(v) [***]; and

(vi) [***].

1.33 "***Other Product***" means an active ingredient, other than the Product, consisting of a separate and distinct molecular entity having a clearly defined therapeutic activity other than as an adjuvant, bio-availability enhancer, formulation excipient, stabilizer, antioxidant, device, carrier or the like.

1.34 "***Party***" or "***Parties***" shall have the meaning assigned thereto in the first paragraph of this Agreement.

1.35 "***Patent Costs***" shall have the meaning assigned thereto in Section 13.1.2.

1.36 "***Person***" means any natural person, corporation, general partnership, limited partnership, limited liability company, joint venture, proprietorship or other *de jure* entity organized under the Laws of any jurisdiction.

1.37 "***Personnel Costs***" shall mean CG's internal and external costs for personnel to the extent directed to work under this Agreement (e.g. assisting in Development and/or manufacturing of Products), excluding any such costs related to participation of CG's employees on the JDC. External costs for consultants will be equivalent to the amount CG is required to pay such consultants, but only if such consultants are approved in advance by Lepu. Costs for CG personnel will be calculated on an hourly basis based on such personnel's base salary (excluding bonuses, benefits, and other perquisites). For clarity, costs and expenses for CG's consultants to engage in JDC activities shall be deemed Personnel Costs, but only if such consultants are approved in advance by Lepu.

1.38 "***Product***" means CG0070 recombinant adenovirus and/or DDM, the Development, manufacture, Commercialization or use of which (i) is Covered by a Valid Claim of at least one (1) Licensed Patent or; (ii) uses or incorporates all or any part of the Licensed Know-How.

1.39 "***Regulatory Authority***" means a federal, national, multinational or other regulatory agency or governmental entity involved in the granting of marketing approval for a pharmaceutical product in a country (e.g., the FDA).

1.40 "***Regulatory Exclusivity***" means, with respect to a Product, any exclusive marketing rights or data exclusivity rights conferred by any Regulatory Authority with respect to such Product, other than patent rights, that prohibits a third party from (a) relying on data generated by or on behalf of the Parties with respect to such Product in an application for regulatory approval, or (b) commercializing such Product (for example, any Data Exclusivity rules released by the CFDA).

1.41 "***Regulatory Filings***" means any written application, submission, notice or other filing made to an applicable Regulatory Authority in the Territory: (a) seeking approval for the commercial manufacture, use, storage, import, export, transport, distribution, marketing or sale of a Product, including, without limitation, any Marketing Authorization Approval; or (b) that is required to be filed with the applicable Regulatory Authority before beginning clinical testing of a Product in human subjects, including, without limitation, any successor application or procedure, non-U.S. equivalents to any of the foregoing and all supplements and amendments that may be filed with respect to any of the foregoing.

1.42 "***Research***" means activities to (i) develop a virus other than CG0070 recombinant adenovirus or (ii) develop applications for CG0070 recombinant adenovirus and/or DDM outside the Field of Use.

1.43 "***Senior Executives***" shall mean the Chairman or Chief Executive Officer of CG and the Chief Executive Officer or other "***C-Level***" Management of Lepu.

1.44 "***Sublicensee***" means a sublicensee to whom Lepu has sublicensed any of its rights to Develop and/or Commercialize (e.g., without limitation, the right to sell or offer to sell) Products pursuant to Section 3.2.

1.45 "***Term***" shall have the meaning assigned thereto in Section 14.1.

1.46 "***Territory***" means mainland China (including Hong Kong and Macau).

1.47 "***Third Party***" means a Person who is not a Party or an Affiliate of a Party.

1.48 "***United States***" means the United States of America and its territories and possessions.

1.49 "***Upfront Payment***" shall have the meaning assigned thereto in Section 9.1.

1.50 "***Valid Claim***" means a claim in an issued, unexpired patent that (i) has not been finally cancelled, withdrawn, abandoned or rejected by any administrative agency or other body of competent jurisdiction, (ii) has not been revoked, held invalid, or declared unpatentable or unenforceable in a decision of a court or other body of competent jurisdiction that is unappealable or unappealed within the time allowed for appeal, (iii) has not been rendered unenforceable through disclaimer or otherwise, and (iv) is not lost through an interference proceeding.

2. **[Intentionally omitted]**.

3. **LICENSE GRANTS, OWNERSHIP AND EXCLUSIVITY**.

3.1 License Grant. Subject to the terms and conditions of this Agreement, CG grants to Lepu and its Affiliates (but only to the extent those Affiliates agree in writing provided to CG and for CG's benefit to be bound by all the restrictions in this Agreement in the same manner in which Lepu is bound) an exclusive, royalty-bearing, non-transferable (except as expressly set forth in Section 15.8) license under the Licensed IP, to manufacture (but not have manufactured), Commercialize and Develop Products in the Field of Use in the Territory.

3.2 Sublicenses. Lepu may not sublicense any of the rights granted under Section 2.1 without CG's prior written consent, which shall not be unreasonably withheld.

3.3 Research. For clarity, Section 3.1 does not grant Lepu any rights to conduct (and Lepu agrees not to conduct) Research with respect to the Licensed IP. Without limiting any remedies of CG, CG shall own (and Lepu hereby assigns) all right, title and interest in and to any inventions conceived or reduced to practice during the Term that are improvements or modifications to any Licensed IP or otherwise resulting from Research using the Licensed IP.

3.4 No Implied Rights. Nothing contained in this Agreement confers or will be construed to confer any rights by implication, estoppel or otherwise, under any Intellectual Property Rights, other than the rights expressly granted in this Agreement. All rights not expressly granted by a Party under this Agreement are reserved to such Party.

3.5 Ownership of Licensed IP. Other than through a license outside the Field of Use or outside the Territory, CG shall not sell, convey, assign, license, or otherwise transfer all or part of its right, title, or interest in the Licensed IP unless, prior to or contemporaneously with such transaction, the transferee delivers to Lepu an instrument by which the transferee assumes CG's obligations under this Agreement and agrees that such Licensed IP is being transferred subject to the license grant in Section 3.1. For the avoidance of doubt, a Change in Control, by itself, is not a sale, conveyance, assignment, license or transfer of Licensed IP subject to this Section.

4. **JOINT DEVELOPMENT COMMITTEE**.

4.1 General. The parties shall establish a joint development committee (the "***Joint Development Committee***" or "***JDC***") consisting of [***] from each Party, which committee shall oversee, guide, and monitor the Development (including the conducting of clinical trials) and regulatory approval efforts for the Products in the Field of Use in the Territory by (a) reviewing and discussing the progress of the Development Activities, including any significant difficulties encountered or anticipated to be encountered in connection therewith, and (b) reviewing and approving any amendments to the then-current Development Plan. The Parties acknowledge that one goal of the JDC's efforts will be to maximize the commercial potential of Products in the Territory for the Field of Use while harmonizing such efforts with the development and commercialization of the same or other Products outside the Territory in the Field of Use. Notwithstanding the foregoing sentence, the JDC will not oversee, guide, or monitor the Commercialization of Products. The JDC shall meet on a [***] basis. JDC decisions shall be made by consensus, with each party having a single vote regardless of the number of the representatives of such Party; provided, however, that Lepu shall cast the deciding vote for each matter where the

JDC cannot reach consensus after escalation to each Party's Senior Executives, so long as such JDC decision would not reasonably be expected to result in (i) any direct, material impairment to the Licensed IP or the Development of any Products outside of the Territory or (ii) any direct, material conflict with the rights of other CG licensees of the Licensed IP. In the case of clause (i) or (ii) above, CG shall cast the deciding vote.

4.2 Product Development. Lepu agrees not to research, develop, use, sell, market and promote any Products without informing the JDC. In addition, Lepu will not undertake any Development efforts (including conducting any preclinical studies or clinical trials) for any Product (other than pursuant to the Development Plan) without informing the JDC.

5. **DEVELOPMENT OF PRODUCTS**.

5.1 Approval of Development Plan; Annual Updates. An initial Development Plan shall be prepared by Lepu and submitted to the JDC for approval within [***] of the Effective Date. Lepu shall submit to the JDC updates to the Development Plan by [***] of each calendar year in which Lepu anticipates conducting Development Activities.

5.2 Lepu Responsibilities; CG Assistance. Lepu shall use Commercially Reasonable Efforts to Develop Products in the Field of Use in the Territory, including by performing Development Activities in accordance with the corresponding timelines set forth in Development Plan, all at Lepu's sole cost and expense. Without limiting the foregoing, Lepu shall achieve the following clinical and regulatory milestones on or before the following dates:

Milestone	Target Completion Date
[***]	[***]

CG shall provide all reasonably requested information, Licensed Know-How, and assistance to Lepu in connection with the Development Activities, at Lepu's cost and expense (which CG may reasonably require in advance).

5.3 CG Development Costs.

5.3.1 The Parties acknowledge and agree that their intent is for Lepu to be responsible for all of the internal and external costs and expenses incurred by CG in its performance of all Development Activities it is required to perform, including, without limitation, Personnel Costs, but excluding costs related to participation of CG's employees on the JDC (the "***CG Development Costs***"). Accordingly, Lepu shall pay CG for the CG Development Costs within [***] after receipt of CG's written invoice(s), supported by reasonable documentation for the amounts charged in such invoice(s). However, to the extent CG must pay its approved consultants prior to such time period, then Lepu shall pay CG such CG Development Costs within the later of (i) [***] after invoice, or (ii) the date such consultant requires payment after invoice. For the avoidance of doubt, unless otherwise agreed to by the Parties in writing, CG will not be required to perform any activities under the Development Plan for which funding by Lepu is not provided.

6. **COMMERCIALIZATION**.

6.1 Commercialization Plan. No later than [***] prior to the estimated date of Marketing Authorization Approval in the Territory, Lepu shall provide CG with a written plan for the Commercialization of Products in the Field of Use in the Territory (the "***Commercialization Plan***") including a corresponding budget, which shall include reasonable detail regarding the activities Lepu expects to undertake, and the amounts it expects to expend in connection with such activities over the [***] period immediately following Marketing Authorization Approval in the Territory. The Commercialization Plan shall be updated [***] and shall include revenue projections for the first [***] covered by the Commercialization Plan. The Commercialization Plan shall, at a minimum, contain reasonably sufficient detail to demonstrate to CG how Lepu intends to meet its obligations under Section 6.2. Lepu shall provide CG with a reasonable opportunity to review and comment on the initial Commercialization Plan and each update thereto, and Lepu shall consider all such comments in good faith. Lepu shall be responsible to use Commercially Reasonable Efforts to Commercialize Products in accordance with the Commercialization Plan and otherwise as expressly provided under this Agreement.

6.2 Diligence. Lepu shall use Commercially Reasonable Efforts to Commercialize Products in the Field of Use in the Territory, at its sole expense. Without limiting the generality of the foregoing, Lepu shall use Commercially Reasonable Efforts to Commercialize at least one (1) Product and achieve the First Commercial Sale in the Territory within [***] after receipt of Marketing Authorization Approval therefor, and to Commercialize at least one (1) Product and achieve the First Commercial Sale in the Territory within [***] after receipt of Marketing Authorization Approval in the Territory.

6.3 Samples and Labeling.

6.3.1 Markings. To the extent permitted or required by applicable Law, Lepu shall (and shall require that its Affiliates and Sublicensees) indicate that the Product is licensed by CG in the package insert for all Products distributed in the Field of Use in the Territory. Subject to the Parties' agreement as to which Licensed Patents Cover any Product, Lepu shall, and shall require its Affiliates and Sublicensees to, mark all Products and all associated packaging and documentation, with the appropriate marking and notices associated with the applicable Licensed Patents in accordance with the laws and customs of each country or jurisdiction in which such Products are manufactured, used or sold.

6.3.2 Statements Consistent with Labeling. Lepu shall ensure that its employees, independent contractors and other agents market and sell Products consistent with the requirements of all applicable Laws. Lepu shall ensure that all samples provided under this Agreement are labeled and distributed in accordance with applicable Law.

7. **MANUFACTURING; TECHNOLOGY TRANSFER**.

7.1 Manufacturing by CG. CG shall use Commercially Reasonable Efforts to manufacture or otherwise supply Lepu of its requirements of CG's CG0070 recombinant

adenovirus and DDM (the "***Materials***") for Development Activities. Lepu shall pay CG its fully burdened cost of such Materials plus (a) [***] thereof, and (b) actual freight and other Third Party transportation and handling expenses and within [***] after acceptance of Materials. Lepu may (as its sole and exclusive remedy for any non-conformance of Materials) only reject any Materials that do not conform in all material respects to specifications agreed upon in writing between Lepu and CG, and CG shall promptly upon such rejection provide Lepu with conforming replacement Materials in accordance with this Section. Materials that Lepu does not reject by notifying CG within [***] after delivery to Lepu shall be deemed accepted. Furthermore, the timing of delivery of the Materials shall be as reasonably specified by Lepu (but always subject to CG's then current lead time), provided that the parties shall resolve any disputes regarding such timing through the JDC.

7.2 Manufacturing by Lepu; Technology Transfer.

7.2.1 At least [***] every [***] during the Term or at Lepu's request, CG will provide Lepu with copies of all Manufacturing Documentation in its possession and necessary for Lepu to manufacture clinical and commercial supplies of CG's CG0070 recombinant adenovirus and DDM.

7.2.2 With respect to the manufacture of CG's CG0070 recombinant adenovirus and DDM, CG shall provide all reasonably requested information (including, without limitation, Licensed Know-How) and assistance to Lepu, at Lepu's cost and expense, necessary to enable the manufacture of CG's CG0070 recombinant adenovirus and DDM at a manufacturing facility designated by Lepu. Such assistance shall include, if requested by Lepu and at Lepu's expense (including, without limitation CG's Personnel Costs), provision of reasonable access to and consultation with persons knowledgeable of the manufacture of CG's CG0070 recombinant adenovirus and DDM. Prior to the start of the validation process of a Third Party facility, CG shall have the right to require that the Third Party facility enter into a reasonable agreement with CG and/or its Third Party manufacturer that includes confidentiality obligations that are at least as protective of CG's Confidential Information as those set forth in Article 9. CG shall use Commercially Reasonably Efforts to provide reasonably requested information and assistance under this Section 7.2.2, at Lepu's cost and expense, on an ongoing basis with the intent that Products can be manufactured to meet then-current demand with batch-to-batch stability.

7.2.3 Lepu acknowledges that CG's obligations in Sections 7.2.1 and 7.2.2 are conditioned on Lepu providing certain documentation reasonably necessary to enable CG to perform its obligations and Lepu agrees to provide CG with such documentation and otherwise reasonably cooperate with CG in the performance of its obligations under this Section 7.2.

7.3 Compliance with Laws. Each Party shall conduct, or have conducted, all manufacturing of Product for which it is responsible in accordance with this Agreement and Laws, including, without limitation, all Good Manufacturing Practices, to the extent applicable.

8. **REGULATORY MATTERS.**

8.1 Responsibility.

8.1.1 Lepu shall be the holder and owner of all the Marketing Authorization Approvals in the Territory for Products in the Field of Use during the Term, and shall be responsible for all associated legal obligations with respect to all of the foregoing. Lepu shall use Commercially Reasonable Efforts to maintain all the Marketing Authorization Approvals for Products in the Territory, including submitting any supplemental applications, annual reports, variations or renewals thereof that are required by applicable Law to be obtained in order to maintain the Marketing Authorization Approval(s) in the Territory. Lepu shall use Commercially Reasonable Efforts, and bear its own costs and expenses, in connection with the foregoing and all other regulatory-related activities Lepu undertakes or is required to undertake in the Territory. Lepu shall not assign or transfer any Marketing Authorization Approvals in the Territory to any Third Party without the prior written consent of CG, except in connection with a permitted assignment of this Agreement pursuant to Section 15.8. At Lepu's request and expense (which CG may reasonably request in advance), CG shall provide reasonable assistance with Lepu's pursuit of Marketing Authorization Approvals and other regulatory activities.

8.2 Communication. Lepu shall keep CG informed of all significant matters arising from Lepu's regulatory-related activities with respect to Products and shall provide CG with a copy or a summary of any material correspondence that it receives from a Regulatory Authority regarding any Product, with such copy or summary to be provided no later than [***] after receipt of the correspondence to which it relates. Lepu shall provide CG reasonable advance written notice of any meetings, conferences, or calls with Regulatory Authority(ies) in the Territory concerning Products and an opportunity participate in any such meetings, conferences or calls, and to review and comment on any materials or correspondence proposed to be submitted to any Regulatory Authority. Lepu shall give reasonable consideration to CG's comments and suggestions regarding all regulatory matters related.

8.3 Right of Reference.

8.3.1 Lepu hereby grants CG a right of reference, subject to applicable Law, to all data and information contained or referenced in any submissions to Regulatory Authorities for Products in the Territory that are reasonably necessary or useful for any regulatory filings CG decides to make with respect to Products outside the Territory and/or Field of Use. Lepu shall provide the applicable Regulatory Authority(ies) a letter confirming this right of reference at any time within [***] after CG's request and shall take such other actions and execute such other documents as CG may reasonably request to further confirm and give effect to this right of reference.

8.3.2 CG hereby grants Lepu a right of reference, subject to applicable Law, to all data and information contained or referenced in any submissions to Regulatory Authorities for Products outside the Territory that are reasonably necessary or useful for any regulatory filings Lepu decides to make with respect to Products in the Territory in the Field of Use. CG shall provide the applicable Regulatory Authority(ies) a letter confirming this right of reference at any time within [***] after Lepu's request and shall take such other actions and execute such other documents as Lepu may reasonably request to further confirm and give effect to this right of reference.

8.4 Drug Safety Information. Lepu shall comply fully with all applicable Adverse Event reporting recommendations and requirements in all countries in the Territory where Lepu intends to Commercialize the Product and the Parties agree to exchange with one another such information as may be necessary to achieve that end and to ensure that the Parties are completely informed regarding Adverse Events with respect to the Products. This includes single case reports, together with an appropriate medical evaluation, as well as aggregate data, such as Periodic Safety Update Reports (PSURs) required by applicable Regulatory Authorities. Within [***] after the Effective Date of this Agreement, the Parties shall commence good faith negotiations on a mutually acceptable pharmacovigilance agreement.

9. UPFRONT PAYMENTS; MILESTONE PAYMENTS; ROYALTY PAYMENTS.

As partial consideration for the contributions and activities of CG under this Agreement and the rights granted by CG to Lepu hereunder, Lepu shall make the following payments to CG as set forth in this Article 9.

9.1 Upfront Payment. Lepu shall pay CG four million five hundred thousand United States Dollars (USD$4,500,000) (the "***Upfront Payment***") in accordance with the terms of this Section 9.1. Within [***] after the Effective Date, and with CG's assistance at Lepu's reasonable request, Lepu shall seek approval from the China State Tax Administration (an "***Approval Request***") and shall provide CG with written verification of such Approval Request. Lepu shall pay CG the Upfront Payment within [***] after the Approval Request is granted, which grant Lepu expects will occur approximately [***] after submission of the Approval Request.

9.2 Milestone Payments.

9.2.1 In the event CG or Lepu achieves a regulatory or commercial milestone specified below with respect to any Product (including achievement of any milestone by any Affiliate or Sublicensee of Lepu), then CG or Lepu, as applicable, shall promptly notify the other Party in writing of such achievement. Within [***] after such achievement, and with CG's assistance at Lepu's reasonable request, Lepu shall file an Approval Request to pay to CG the corresponding non-refundable, non-creditable milestone payments specified in the table below, and shall provide CG with written verification of such Approval Request. Lepu shall pay CG the applicable milestone payment within [***] after the Approval Request is granted.

Milestone Event	**Milestone Payment**
[***].	[***]
[***].	[***]
[***].	[***]

[***].	[***]
[***].	[***]
[***].	[***]

9.2.2 All milestones are intended to be cumulative, such that if a later milestone is achieved prior to the achievement of one or more earlier milestones, the earlier milestone(s) will be deemed to have been achieved at the time the later milestone is achieved, and the corresponding milestone payment(s) shall be due and payable in accordance with this Section 9.2. Each milestone payment shall be made by Lepu only once.

9.3 Royalties.

9.3.1 Net Sales Royalties. From and after the date of the First Commercial Sale of a Product until termination of this Agreement for any reason, Lepu will pay royalties to CG in an amount equal to seven percent (7%) of annual Net Sales. Royalty payments shall be payable on a calendar quarterly basis.

9.3.2 Timing of Royalty Payments. Within [***] after the end of each calendar quarter Lepu shall file an Approval Request to make the royalty payment to CG for Net Sales during such calendar quarter, and shall provide CG with written verification of such Approval Request. Lepu shall pay CG the applicable royalty payment within [***] after the Approval Request is granted.

9.3.3 Discounts. To the extent permitted by applicable Laws, Lepu shall not, and shall ensure that its Affiliates and Sublicensees do not, sell a Product to any Third Party at a discount greater than customary industry standards in the Territory with respect to products similar to the Product (and Lepu shall not be entitled to deduct the excess portion of such discount in the calculation of Net Sales in respect of such sale).

9.3.4 Calculation of Net Sales for Combination Products. With respect to Combination Products, if Products are sold in the form of Combination Products containing one or more Other Products, Net Sales for the Combination Product will be calculated by multiplying actual Net Sales of such Combination Product by the fraction A/(A+B) where A is the invoice price of a Product as the only therapeutically active ingredient if sold separately, and B is the total invoice price of any Other Products in such Combination Product, if sold separately. If the Other Products in the combination are not sold separately, Net Sales for the purpose of determining royalties of the Combination Product shall be calculated by multiplying actual Net Sales of such Combination Product by the fraction A/C where A is the invoice price of the Product as the only therapeutically active ingredient, if sold separately, and C is the invoice price of the Other Product. If neither such Product nor the other active component or components of the Combination Product is sold separately, Net Sales for the purposes of determining royalties of the Combination Product shall be determined by the Parties in good faith based on the relative value of the Product and the additional active ingredients that are included in the Combination Product (an "***Unprecedented Combination Product***"). Neither Lepu, its Affiliates nor its Sublicensees shall sell any Unprecedented Combination Product until the Parties have made the determination required by the previous sentence.

9.3.5 Royalty Reduction Upon Loss of Patent Coverage. The royalty rate applicable to Net Sales of each Product shall be reduced to [***] when both (a) the sale of such Product is not Covered by at least one Valid Claim within the Licensed Patents; and (b) there is no Regulatory Exclusivity for such Product.

9.4 Net Sales. Within [***] following the end of each calendar quarter, Lepu shall submit to CG a written statement reporting Net Sales on a Product-by-Product basis during such calendar quarter, total royalty payments due CG in respect of such Net Sales, and information supporting the calculation of such Net Sales.

9.5 [Intentionally omitted.]

9.6 Payment Terms.

9.6.1 All sums due to CG shall be payable in United States dollars by bank wire transfer in immediately available funds to such bank account(s) as CG shall designate. Lepu shall pay CG for Personnel Costs within [***] following receipt of CG's invoice.

9.6.2 When Products are sold for monies other than United States dollars, the Net Sales of such Products will first be determined in the foreign currency of the country in which such Products were sold and then converted into equivalent United States funds. The exchange rate will be the applicable rate published by the Wall Street Journal on the last Business Day of the calendar quarter in which such royalties accrued.

9.6.3 Where royalties are due for Net Sales where by reason of currency regulations of any kind it is impossible to make royalty payments for that country's Net Sales in accordance with Section 9.6.1, said royalties shall be deposited in whatever currency is allowable for the benefit or credit of CG in an account designated by CG in an accredited bank in that country.

9.6.4 In case of any delay in payment by Lepu to CG, interest on the overdue payment shall accrue at an annual interest rate, compounded monthly, equal to the prime rate as reported in [***], [***], as determined for each month on the last business day of that month plus [***], or if lower, the maximum rate allowed by applicable Laws, assessed from the day payment was initially due. The foregoing interest shall be due from Lepu without any special notice.

9.7 Tax Withholding, Financial Records and Audits.

9.7.1 Each Party shall be responsible for, and shall pay, any taxes imposed on it by applicable Law resulting or arising from the transactions contemplated herein.

9.7.2 If laws or regulations require Lepu to withhold any taxes from royalty or advance payments made to CG under this Agreement, then such taxes shall be deducted by Lepu as required by law from such remittable royalty, milestone or similar payments and shall be paid by Lepu to the proper tax authorities. Official receipts of payment of any withholding tax

shall be secured and sent to CG as evidence of such payment. All amounts required to be withheld by Lepu and remitted to a taxing authority shall be treated as if they were paid to CG under this Agreement. Notwithstanding the foregoing, any payments by Lepu for Materials provided by CG or pursuant to Sections 5.2, 5.3, 7.2.2 and 13.1.2 shall be net of any withholding and any amounts remitted to a taxing authority in connection therewith shall not be treated as if they were paid to CG. For the avoidance of doubt, the foregoing sentence shall not apply to any other payments under this Agreement (including, without limitation, the Upfront Payment, any royalty payments or any milestone payments) to the extent tax withholding may be required with respect to such amounts.

9.7.3 [Intentionally omitted.]

9.7.4 CG shall have the right, at its own expense, to nominate an independent certified public accountant acceptable to and approved by Lepu, said approval not to be unreasonably withheld, who shall have access to Lepu's records during reasonable business hours for the purpose of verifying the amounts payable by Lepu under this Agreement for any period within the preceding [***] period, but this right may not be exercised more than once in any [***] except for re-audits performed by CG following a deficiency of any payment to CG by [***] or more. The accountant shall disclose to CG only information relating solely to the accuracy of the amounts payable by Lepu under this Agreement. If any audit or examination shall reveal a deficiency of any payment due hereunder, Lepu shall make payment to CG of such deficiency plus interest at the prevailing prime rate reported in United States dollars in the money rate section of Wall Street Journal, New York edition on the date of communication to Lepu of such deficiency plus [***] for the period of such deficiency. Payment shall be made within [***] following notification of Lepu by CG of such deficiency. In addition, in the event that such an audit or examination shall reveal a deficiency of any royalty payment due in an amount equaling or exceeding [***] of Lepu's accounting of the undisputed amounts due hereunder, Lepu shall also reimburse CG for the reasonable costs of such audit.

10. **CONFIDENTIAL INFORMATION**.

10.1 Definition. "***Confidential Information***" means confidential or proprietary information, data or know-how, whether provided in written, oral, visual or other form, provided by one Party (the "***Disclosing Party***") to the other Party (the "***Receiving Party***") in connection with this Agreement, including, but not limited to, the terms of this Agreement and information relating to the Disclosing Party's existing or proposed research, development efforts, patent applications, business or products, including, but not limited to Licensed Know-How. Confidential Information shall not include any such information that: (a) is already rightfully known to the Receiving Party or its Affiliates (other than under an obligation of confidentiality at least as stringent as required in this Agreement) at the time of disclosure (as evidenced by written records of the Receiving Party); (b) is or becomes generally available to the public other than through any act or omission of the Receiving Party or its Affiliates; (c) is disclosed to the Receiving Party or its Affiliates without an obligation of confidentiality by a Third Party who had no separate nondisclosure obligation in respect of such information; or (d) is independently discovered or developed by or on behalf of the Receiving Party or its Affiliates without the use of or reference to the Confidential Information of the Disclosing Party (as evidenced by written records of the Receiving Party). The Parties agree that with respect to the Licensed IP, CG shall be deemed the Disclosing Party.

10.2 Confidentiality. The Receiving Party shall keep in confidence all Confidential Information of the Disclosing Party with the same degree of care it employs to maintain the confidentiality of its own Confidential Information, but no less than a reasonable degree of care. The Receiving Party shall not use such Confidential Information for any purpose other than in performance of this Agreement or disclose the same to any other Person other than to such of its Affiliates and Sublicensees and its and their employees, agents and subcontractors who have a need to know such Confidential Information to implement the terms of this Agreement. A Receiving Party shall advise any such Affiliate, employee, agent, and subcontractor who receives Confidential Information of such obligations, and the Receiving Party shall ensure (through enforcement of written agreements or otherwise) that all such Affiliates, employees, agents, and subcontractors comply with such obligations as if they had been a Party hereto. The Receiving Party will be liable for breach of confidentiality by any of its Affiliates or Sublicensees its or their employees, agents, or subcontractors.

10.3 Permitted Disclosure and Use. The Receiving Party shall have the right to disclose Confidential Information if, (a) in the reasonable opinion of the Receiving Party's legal counsel, such disclosure is required by any applicable Laws (including, but not limited to, the rules of any stock exchange), provided that the Receiving Party gives adequate prior notice of such disclosure to the Disclosing Party and the Receiving Party seeks confidential treatment of such Confidential Information to the maximum extent permitted by the relevant Governmental Authority; or (b) a court, tribunal, administrative agency or other Governmental Authority orders such disclosure, provided that the Receiving Party gives adequate prior notice of such disclosure to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or other confidential treatment. The Receiving Party will cooperate reasonably with any such efforts by the Disclosing Party. Without limiting Section 10.2, each Party may disclose Confidential Information of the other Party to Third Parties under appropriate terms and conditions, including, without limitation, confidentiality provisions substantially equivalent to these in this Agreement only (a) for sublicensing (if approved by CG), consulting, manufacturing permitted under this Agreement, development, external testing and marketing studies with respect to the Products covered by this Agreement or (b) to the extent such disclosure is reasonably necessary in filing or prosecuting patent, copyright and trademark applications, prosecuting or defending litigation, complying with applicable governmental regulations, conducting preclinical or Clinical studies, engaging in regulatory activities for the purpose of obtaining Marketing Authorization Approval, and developing and marketing Products pursuant to this Agreement. The disclosing Party shall be responsible for any breaches of confidentiality by such Third Parties to whom it has disclosed the other Party's Confidential Information. Furthermore, notwithstanding any other provision of this Agreement, each Party may disclose: (i) the terms of this Agreement as necessary in connection with any proposed financing, merger or similar transaction, subject to confidentiality; or (ii) Confidential Information to the extent necessary to obtain legal or financial advice from its attorneys or accountants. The Parties shall also be permitted to make disclosures consistent with, and pursuant to, Sections 15.1 (Publications) and 14.2 (Public Announcements).

10.4 Return. Upon termination of this Agreement, the Receiving Party shall return or destroy all documents or other media containing Confidential Information of the Disclosing Party with the exception of one (1) copy for the sole purpose of monitoring and documenting the confidentiality obligations hereunder.

10.5 Remedies. Money damages may not be an adequate remedy if this Article 9 is breached and, therefore, either Party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief in any court of competent jurisdiction against such breach or threatened breach without the necessity of posting any bond or surety.

11. **REPRESENTATIONS AND WARRANTIES**.

11.1 Mutual Representations and Warranties. CG and Lepu each represents and warrants to the other as of the Effective Date:

11.1.1 Such Party: (a) is a company duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; and (b) has the requisite corporate power and authority and the legal right to conduct its business as now conducted and hereafter contemplated to be conducted;

11.1.2 The execution, delivery and performance of this Agreement by such Party: (a) are within the corporate power of such Party; (b) have been duly authorized by all necessary or proper corporate action; (c) do not conflict with any provision of the organizational documents of such Party; (d) will not, to the Party's knowledge, violate any Laws or any order or decree of any court or Governmental Authority applicable to such Party; and (e) will not violate or conflict with any terms of any indenture, mortgage, deed of trust, lease, agreement or other instrument to which such Party is a party, or by which such Party is bound;

11.1.3 This Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar Laws of general application relating to or affecting creditors' rights and to general equity principles;

11.1.4 No governmental authorization, consent, approval (except Marketing Authorization Approvals), license, registration, filing or exemption therefrom with any court or other Governmental Authority applicable to such Party is or will be necessary for, or in connection with, the performance of the transaction contemplated by this Agreement or any other agreement or instrument executed in connection therewith; and

11.1.5 Neither such Party nor, to either Party's knowledge, any of its employees has been debarred by the FDA (or similar action by any other Regulatory Authority), or subject to an FDA debarment investigation or proceeding (or similar investigation or proceeding by any other Regulatory Authority) for any reason.

11.2 CG Representations and Warranties. CG represents and warrants to Lepu as of the Effective Date:

11.2.1 CG is the sole and exclusive owner of the entire right, title and interest in and to the CG0070 Patents, and is not aware of any dispute or challenge to inventorship or ownership of the CG0070 Patents.

11.2.2 CG has not granted any licenses under the CG0070 Patents in the Field of Use in the Territory.

11.2.3 Aside from statements by patent examiners in the course of prosecution of the CG0070 Patents, CG has not received any express written claim that a CG0070 Patent is invalid or unenforceable.

11.2.4 CG has not received any express written notice of any substantial and continuing infringement by a Third Party of any Valid Claim of a CG0070 Patent in the Field of Use.

11.2.5 To CG's actual knowledge (without any search or special investigation) as of the Effective Date, neither CG0070 recombinant adenovirus nor DDM infringe Third Party intellectual property rights in the Territory.

11.3 Disclaimer of Warranty. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 11, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE OTHER PARTY, AND EACH PARTY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EACH PARTY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE DEVELOPMENT, MANUFACTURE AND COMMERCIALIZATION OF THE PRODUCTS PURSUANT TO THIS AGREEMENT WILL BE SUCCESSFUL OR THAT ANY PARTICULAR SALES LEVEL WITH RESPECT TO THE PRODUCTS WILL BE ACHIEVED.

12. **INDEMNIFICATION**.

12.1 Indemnification by Lepu. Subject to Section 12.3, Lepu shall indemnify and defend CG and its Affiliates and each of their officers, directors, employees, successors and assigns from and against all Claims of Third Parties to the extent arising out of (a) Lepu's negligence or willful misconduct in performing any of its obligations under this Agreement, (b) breach by Lepu of any of its representations or warranties under this Agreement, or (c) the Development, Commercialization, use, handling, storage, marketing, sale, distribution or other disposition of Products by Lepu, its Affiliates, agents or subcontractors, except to the extent arising from CG's negligence or willful misconduct or breach of CG's representations or warranties in Section 11 and except as to infringement of Third Party intellectual property by Lepu based on Lepu's use of the Licensed IP.

12.2 Indemnification by CG. Subject to Section 12.3, CG shall indemnify and defend Lepu and its Affiliates and each of their officers, directors, employees, successors and assigns from and against all Claims of Third Parties to the extent arising out of (a) CG's negligence or willful misconduct in performing any of its obligations under this Agreement; (b) breach by CG of any of its representations or warranties in Section 11; or (c) infringement of Third Party intellectual property by Lepu based on Lepu's use of the Licensed IP.

12.3 Procedure for Indemnification.

12.3.1 Notice. Each Party (the "***Indemnified Party***") will notify promptly the other Party (the "***Indemnifying Party***") in writing if it becomes aware of a Claim (actual or potential) by any Third Party or any proceeding (including, but not limited to, any investigation by a Governmental Authority) for which indemnification may be sought and will give such related information as the Indemnifying Party shall reasonably request.

12.3.2 Defense of Claim. The Indemnifying Party shall have sole control over the defense and/or settlement of any such Claims and shall be responsible for satisfying and discharging any award made to or settlement reached with the Third Party pursuant to the terms of this Agreement; provided that the Indemnified Party may assume control over the defense and settlement of such Claims to the extent the Indemnifying Party fails to assume such control. The Indemnifying Party shall retain counsel to represent the Indemnified Party and shall pay the reasonable fees and expenses of such counsel related to such proceeding. In any such proceeding, the Indemnified Party, at its sole expense, shall have the right to retain its own counsel at its own expense, provided that the Indemnifying Party shall reimburse such reasonable expenses to the extent that a conflict of interest arises between the Indemnified Party and the Indemnifying Party. The Indemnifying Party shall not, without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld, refused, conditioned or delayed), effect any settlement of any such Third Party Claim, unless such settlement (a) provides only for recovery of monetary damages that are paid in full by the Indemnifying Party and (b) includes an unconditional release of the Indemnified Party from all liability on such Claims.

13. **PROSECUTION; LITIGATION**.

13.1 Prosecution and Maintenance of Patents.

13.1.1 Subject to Section 13.1.3, CG shall have the sole right (but not the obligation) to prepare, file, prosecute and maintain the Licensed Patents. In connection therewith, CG shall have the authority to select patent counsel, to determine the form and content of such filing, prosecution and maintenance documents and to make all decisions regarding whether to file, prosecute and maintain such Licensed Patents, and in which countries to do so. CG shall provide Lepu with copies of all official correspondence (including, without limitation, applications, office actions and responses) relating to filing, prosecution and/or maintenance of Licensed Patents in the Territory. Lepu may provide comments on such correspondence, and CG will give good faith consideration thereto. In order to facilitate Lepu's rights to comment, CG shall provide to Lepu copies of all such official correspondence and any proposed responses by CG at least [***] prior to any filing or response deadlines.

13.1.2 Lepu shall be responsible for [***] of all costs incurred by CG after the Effective Date in connection with the filing, prosecution or maintenance of the Licensed Patents, including, but not limited to, (a) filing fees, (b) attorneys' fees and other expenses associated with application preparation, prosecution, and maintenance, (c) all costs associated with

reexamination, oppositions and interference proceedings, (d) maintenance fees and annuities, including, without limitation, any service fees paid to an annuity payment service provider and (e) attorneys' fees and filing fees associated with protest or appeal proceedings (collectively, "***Patent Costs***"). Lepu shall pay CG Lepu's share of Patent Costs within [***] after receipt of an invoice from CG for such amounts that are supported with reasonable documentation for the amounts charged in such invoice.

13.1.3 CG shall not abandon prosecution or maintenance of any Licensed Patents without notifying Lepu in a timely manner of CG's intention and reason therefor and providing Lepu with reasonable opportunity to comment upon such abandonment and to assume responsibility for prosecution or maintenance of such Licensed Patents as set forth below. In the event that CG abandons prosecution or maintenance of Licensed Patents in the Territory at any time during the Term, Lepu may assume prosecution responsibility therefor in the name of CG, and the costs associated with such prosecution shall be paid by Lepu at its sole discretion. No such action by Lepu will change the ownership or license provisions with respect to the applicable Licensed Patent unless agreed by the Parties in writing. CG will execute all documents that Lepu may reasonably request for such purposes.

13.2 Patent Infringement.

13.2.1 Notice of Infringement. Each Party shall promptly notify the other in writing (a) of any actual or suspected infringement of any Licensed Patents in the Territory (including, without limitation, unauthorized importation into the Territory for sale in the Territory), of which it becomes aware or (b) upon receiving notification that a Licensed Patent is subject to a declaratory judgment action alleging non-infringement, invalidity or unenforceability in the Territory, which notification shall specify in reasonable detail the nature of such actual or suspected infringement or judicial action.

13.2.2 Right to Enforce. Lepu shall have the initial right, using counsel of its choice, to enforce the applicable Licensed Patent(s) in the Territory with respect to infringement in the Field of Use, at its expense, and CG shall give reasonable assistance (excluding financial assistance) to Lepu in such action, at Lepu's expense. Lepu shall provide CG with an opportunity to make suggestions and comments regarding such enforcement or defense, and Lepu shall consider all such suggestions and comments in good faith. Lepu shall keep CG reasonably informed of the status and progress of the litigation. Prior to initiating any action to enforce or defend any Licensed Patent(s) under this Section 13.2.2, Lepu and CG shall confer to determine a reasonable course of action which fairly balances the interests of both Parties to minimize risks of validity challenges to the applicable Licensed Patent(s), inside and outside the Field of Use, to minimize risks of lost sales of Products due to infringement and to minimize any potential adverse consequences to CG's other licensees of the Licensed Patent(s). Without limiting the foregoing, if Lepu is authorized hereunder to initiate an action against a Third Party under this Section 13.2.2, but Lepu is not recognized by the applicable court or other relevant body as having the requisite standing to pursue such action, then at Lepu's request, CG shall join in as party-plaintiff or commence such action in its own name and, in either event, cooperate with Lepu, at Lepu's expense.

13.2.3 Distribution of Remedies. Any damages, royalties, settlement fees or other consideration for infringement resulting from such suit shall be distributed as follows: (a) first, each Party shall be reimbursed for its reasonable out-of-pocket costs paid in connection with the proceeding; and (b) thereafter, shall be paid [***] and [***]; provided, however, that, if the nature of the infringement by a Third Party of the Licensed Patent(s) extends to any Other Products, and the amounts recovered by the Party prosecuting the infringement includes damages, royalties, fees or other consideration associated with such Other Products, then Lepu shall only be entitled to receive (or, if it is the prosecuting Party, to retain) the pro-rata portion of any such recovery which is associated with the infringement of the Product.

13.2.4 Settlement. In no case may Lepu enter into any settlement or consent judgment or other voluntary final disposition with respect to any infringement action referenced in this Section that: (a) extends, or purports to exercise, Lepu's rights under the Licensed IP beyond the rights granted pursuant to this Agreement; (b) makes any admission regarding wrongdoing by CG or the invalidity, unenforceability or absence of infringement of any Licensed Patents; (c) subjects CG to an injunction or other equitable relief; or (d) obligates CG to make a monetary payment; in all cases without the prior written consent of CG, which consent will not be unreasonably withheld or delayed. Similarly, in no case may CG enter into any settlement or consent judgment or other voluntary final disposition with respect to any infringement action referenced in this Section that: (i) limits Lepu's rights under the Licensed IP or under this Agreement other than as expressly stated herein; (ii) subjects Lepu to an injunction or other equitable relief; or (iii) obligates Lepu to make a monetary payment; in all cases without the prior written consent of Lepu, which consent shall not be unreasonably withheld or delayed.

14. **TERM AND TERMINATION**.

14.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect until the termination of this Agreement as provided in this Article 14 (the "***Term***").

14.2 Termination of this Agreement by Lepu for Convenience. Lepu may terminate this Agreement on a Product-by-Product basis for any reason upon [***] prior written notice to CG. For clarity, Lepu is not licensed to use any Confidential Information (and Section 10 restricts Lepu from using Confidential Information) to manufacture, Develop or Commercialize any Product for which Lepu terminates this Agreement.

14.3 Termination for Breach. The failure by a Party to comply with any of the material obligations contained in this Agreement shall entitle the other Party to give notice to have the default cured. If such default is not cured within (a) [***] after the receipt of such notice for all defaults other than payment or (b) [***] after the receipt of such notice for defaults on payment, the notifying Party shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, and in addition to any other remedies that may be available to it, to terminate this Agreement; provided, however, to the extent a Party disputes the grounds for termination hereunder in good faith, this Agreement may not be terminated until a determination has been made by an arbitrator pursuant to Section 15.5 that grounds for such termination exist hereunder. The proviso in the foregoing sentence shall not apply to any failure to pay the amount set forth in Section 9.1. In addition, CG shall have the right to terminate this Agreement in its entirety, immediately upon the issuance of written notice to Lepu, if at any time Lepu or any of its Affiliates

or Sublicensees challenges, or causes to be challenged, in any way, the validity, enforceability or scope of the Licensed Patents in any court or before any Governmental Authority with authority to determine the validity, enforceability or scope of such Licensed Patents, or cause or request, without the prior written approval of CG, a review by any such court or Governmental Authority of the same.

14.4 [Intentionally omitted.]

14.5 Effects of Termination.

14.5.1 On a Product-by-Product basis, in the event of termination of this Agreement, (a) all rights and licenses on a Product-by-Product basis granted to Lepu herein shall terminate and revert to CG on termination, if any; (b) in the event that Lepu has any on-going Clinical studies with respect to the applicable Product as of the effective date of termination, Lepu agrees, at CG's request, to either promptly transition such Clinical studies to CG or continue to conduct and complete such Clinical studies, at CG's expense; (c) Lepu shall, at its own expense, promptly provide CG with all data and results pertaining, on a Product-by-Product basis, to the applicable Products; (d) Lepu will, at its own expense, promptly assign or transfer, or cause to be assigned and transferred to CG (or if not so assignable, Lepu shall take all reasonable actions to make available to CG the benefits of), all Regulatory Filings, Manufacturing Documentation and Marketing Authorization Approvals concerning the applicable Products; and (e) all rights granted by Lepu to CG under this Agreement will survive.

14.5.2 Except as otherwise provided herein, upon termination of this Agreement, all remaining records and materials in a Party's possession or control containing the other Party's Confidential Information and to which the former Party does not retain rights hereunder, shall promptly be returned or destroyed at the request of the disclosing Party. Notwithstanding the foregoing, one copy of such records may be retained by legal counsel for the former Party solely for archival purposes.

14.6 Survival of Obligations. The termination or expiration of this Agreement shall not relieve the Parties of any liability (including, without limitation, any payment obligations) accruing prior to such termination, and any such termination shall be without prejudice to the rights of either Party against the other. The provisions of Sections 3.3, 8.3.1, 9.6, 9.7, 10, 12, 14 and 15 shall survive any termination or expiration of this Agreement.

14.7 Termination Not Sole Remedy. Termination is not the sole remedy under this Agreement and, whether or not termination is effected, all other remedies will remain available except as expressly agreed to otherwise herein.

15. **MISCELLANEOUS**.

15.1 Publications. Lepu will notify CG of any planned abstracts, oral presentations and manuscripts relating to the publication of clinical data and other scientific data generated in the course of Development of the relevant Product by Lepu. The Parties shall discuss whether a planned submission might contain information which compromises the patentability or confidentiality of the Licensed IP. Lepu shall provide a draft of the planned submission or presentation at least [***] prior to publication or presentation (as the case may be) to allow for the

filing of patent applications and shall take such measures as necessary to preserve proprietary rights in and the confidentiality of the information in the material being submitted for publication or presentation (including, but not limited to, withholding such publication). The review period may be extended for an additional [***] if CG can demonstrate a reasonable need for such extension, including, but not limited to, the preparation and filing of patent applications. By mutual agreement of the Parties, this period may be further extended. The Parties will each comply with standard academic practice regarding authorship of scientific publications and recognition of contribution of other parties in any such publications or presentations.

15.2 Public Announcements. Except as may be expressly permitted under this Section 15.2 or mandated by applicable Laws or the rules of any stock exchange, neither Party will make any public announcement of any information regarding this Agreement without the prior written consent of the other Party. Once any statement is approved for disclosure by the Parties, either Party may make a subsequent public disclosure containing the same information disclosed in such prior public announcement without further approval of the other Party.

15.3 Relationship of the Parties. This Agreement is not a partnership agreement and nothing in this Agreement shall be construed to establish a relationship of partners or joint venturers between the Parties.

15.4 Force Majeure. The occurrence of an event which materially interferes with the ability of a Party to perform its obligations or duties hereunder which is not within the reasonable control of the Party affected, and which could not with the exercise of Commercially Reasonable Efforts have been avoided ("***Force Majeure Event***"), including, but not limited to, war, rebellion, earthquake, fire, accident, strike, riot, civil commotion, act of God, inability to obtain raw materials, delay or errors by shipping companies or change in Law, shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance (other than performance of payment obligations) during the Force Majeure Event. The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event and shall provide the other Party, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. The Party so affected shall use Commercially Reasonable Efforts to avoid or remove such causes of non-performance as soon as is reasonably practicable. Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty shall without delay recommence. The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason of the occurrence of a Force Majeure Event, provided such Party complies in all material respects with its obligations under this Section 15.4.

15.5 Dispute Resolution. The prevailing Party may enforce any arbitration decision or award, and either Party may seek injunctive, equitable or similar relief (without the requirement of arbitration), in any court having competent jurisdiction. Any and all disputes arising out of or in connection with this Agreement, including its interpretation, shall be finally settled in the English language and under the Rules of Arbitration of the International Chamber of Commerce ("***ICC***"), in effect at the time of filing a notice of arbitration. The arbitration is to take place in the City and State of New York and is to be decided by a tribunal comprised of three arbitrators. Each Party shall select an arbitrator, to be confirmed by the ICC according to its Rules,

and the two arbitrators shall then agree on a third arbitrator who shall be the president of the tribunal; the president shall also be subject to confirmation by the ICC in accordance with its Rules. A final decision by the majority of the tribunal shall be final and non-appealable. After the filing of the notice of arbitration, the ICC and/or the tribunal designated for this dispute, shall decide all matters pertaining to this Agreement. The issue of "arbitrability" of any and all disputes between the Parties, shall be decided solely by the ICC and/or the tribunal designated for this dispute. Notwithstanding any of the foregoing, any Party may seek injunctive, equitable or similar relief (without the requirement of arbitration), in any court having competent jurisdiction.

15.6 Governing Law. This Agreement shall be construed, and the respective rights of the Parties determined, according to the substantive law of the State of New York without regard to the provisions governing conflict of laws, except matters of intellectual property law, which shall be determined in accordance with the intellectual property laws relevant to the intellectual property in question. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

15.7 Attorneys' Fees and Related Costs. If there should occur any legal proceeding related to this Agreement, then the non-prevailing Party shall pay all reasonable costs and fees (including reasonable attorneys' fees and expenses) of the prevailing Party.

15.8 Assignment. This Agreement may not be assigned by either Party, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other Party; provided that, without prior written consent, either Party may assign this Agreement, in whole or in part, to (a) any of its Affiliates if such Party guarantees the performance of this Agreement by such Affiliate, or (b) to a successor to all or substantially all of the assets of such Party to which this Agreement relates; provided that prior to or contemporaneously with a transaction under sub-section (b), any such successor of CG delivers to Lepu an instrument by which such successor assumes CG's obligations under this Agreement. For the avoidance of doubt, a Change in Control, by itself, is not an assignment of this Agreement subject to this Section, and the Parties hereby agree that this Agreement shall continue in full force and effect in accordance with its terms following any Change in Control. Any assignment in violation of this provision is void and without effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors, legal representatives and assigns.

15.9 Notices. All demands, notices, consents, approvals, reports, requests and other communications hereunder must be in writing, in English, and will be deemed to have been duly given only if delivered personally, by mail (first class, postage prepaid), or by overnight delivery using a globally-recognized carrier, to the Parties at the following addresses:

CG:

Cold Genesys, Inc.
6 Hutton Centre Drive, Suite 1220
Santa Ana, CA 92707
Attn: Arthur Kuan, CEO
with a copy to:

Lepu:

Lepu Biotech Co., Ltd.
1-C280, No. 1628 Suzhao Road
Minhang, Shanghai
Attn: CEO
with a copy to:

Gunderson Dettmer Stough, Villeneuve,
Franklin and Hachigian, LLP
3570 Carmel Mountain Rd Suite 200
San Diego, CA 92130
Attn: Brendan C. McCarthy, Esq.

Akerman LLP
350 East Las Olas Blvd., Suite 1600
Fort Lauderdale, FL 33301
Attn: Mary V. Carroll, Esq.

or to such other address as the addressee shall have last furnished in writing in accord with this provision. All notices shall be deemed effective upon receipt by the addressee.

15.10 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

15.11 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

15.12 Waiver. No waiver of any term or condition of this Agreement shall be effective unless set forth in a written instrument duly executed by or on behalf of the waiving Party. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any prior, concurrent or future occasion. Except as expressly set forth in this Agreement, all rights and remedies available to a Party, whether under this Agreement or afforded by Law or otherwise, will be cumulative and not in the alternative to any other rights or remedies that may be available to such Party.

15.13 Entire Agreement. This Agreement (including, but not limited to, the exhibits and schedules hereto) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous agreements and understandings between the Parties, whether written or oral, including, but not limited, to all proposals, negotiations, conversations, letters of intent, memoranda of understanding or discussions, between Parties relating to the subject matter of this Agreement and all past dealing or industry custom.

15.14 Modification. This Agreement may be altered, amended or changed only by a writing making specific reference to this Agreement and the clause to be modified, which amendment is signed by duly authorized representatives of CG and Lepu.

15.15 No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Third Party, including, but not limited to, any creditor of either Party hereto.

15.16 Ambiguities. This Agreement shall be deemed to have been drafted jointly by both Parties; and ambiguities, if any, shall not be construed against either Party, irrespective of which Party may have actually drafted the ambiguous provision.

15.17 Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, CG and Lepu, by their duly authorized officers, have executed this Agreement as of the Effective Date.

COLD GENESYS, INC.		**LEPU BIOTECH CO., LTD.**	
By:	/s/ Arthur Kuan	By:	/s/ Zhongjie Pu
Name:	Arthur Kuan	Name:	Zhongjie Pu
Title:	CEO	Title:	

EXHIBIT 1

[***]

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE CG ONCOLOGY, INC. HAS DETERMINED THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO CG ONCOLOGY, INC. IF PUBLICLY DISCLOSED.

LICENSE AND COLLABORATION AGREEMENT

BETWEEN

CG ONCOLOGY, INC.

AND

KISSEI PHARMACEUTICAL CO., LTD.

TABLE OF CONTENTS

Schedules

LICENSE AND COLLABORATION AGREEMENT

THIS LICENSE AND COLLABORATION AGREEMENT ("**Agreement**") is made and entered into, as of March 26, 2020 ("**Effective Date**"), by and between Kissei Pharmaceutical Co., Ltd., a corporation duly organized and existing under the laws of Japan and having its registered office at 19-48, Yoshino, Matsumoto, Nagano Prefecture, Japan ("**Kissei**") and CG Oncology, Inc. (formerly known as Cold Genesys, Inc.), a company organized and existing under the laws of the state of Delaware, United States, located at 400 Spectrum Center Drive, Suite #2040 Irvine, CA 92618 ("**CG**"). Kissei and CG are each referred to individually as a "**Party**" and together as the "**Parties**."

BACKGROUND

WHEREAS, CG owns or controls the CG Patents and CG Know-How (each as defined below) relating to the Products (each as defined below);

WHEREAS, Kissei wishes to obtain, and CG wishes to grant, rights to the Products in the Field in the Territory (each as defined below);

WHEREAS, Kissei will have the right, among other things, to develop and commercialize Products in the Territory in the Field, subject to paying CG the royalty and milestone payments set out herein, all as set forth in more detail in the Agreement below; and

WHEREAS, contemporaneously with the execution of this Agreement, the Parties have executed a separate Series D Preferred Stock Purchase Agreement of even date herewith ("**Stock Purchase Agreement**") pursuant to which Kissei shall purchase share of Series D Preferred Stock of CG.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained below, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used in this Agreement, whether used in the singular or plural, shall have the meanings set forth below, unless otherwise specifically indicated herein.

1.1 "Accounting Standard" means either (a) International Financial Reporting Standards ("**IFRS**"), (b) United States generally accepted accounting principles or (c) Japan generally accepted accounting principles, in each case, which standards or principles (as applicable) are currently used at the applicable time, and as consistently applied.

1.2 "Affiliate" means, with respect to a Person, any Person that, directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with such first Person. For purposes of this definition only, "**control**" means: (a) the direct or indirect ownership of more than fifty percent (50%) of the voting stock or other voting interests or interest in the profits of the Party; or (b) the ability to otherwise control or direct the decisions of the board of directors or equivalent governing body thereof.

1.3 "Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and any other applicable anti-corruption or anti-bribery laws, in each case as amended.

1.4 "Applicable Law" means any and all laws, ordinances, orders, rules, rulings, directives and regulations of any kind whatsoever of any Regulatory Authority or other governmental authority within the applicable jurisdiction applicable to a Party's activities under this Agreement.

1.5 "Biosimilar" means, with respect to a Product, any drug or biological product that is subject to review under an abbreviated approval pathway as a biosimilar, follow-on biologic or generic biological product, as those terms are commonly understood under the U.S. Federal Food, Drug and Cosmetics Act (as amended from time to time) or the PHSA and related rules and regulations, or the corresponding or similar laws, rules and regulations of any other jurisdiction, including, without limitation, those promulgated by the MHLW and PMDA in Japan, which drug or biological product is sold by a Third Party that is not a sublicensee of Kissei (or any of its Affiliates) and that has not otherwise been authorized, directly or indirectly, by Kissei (or any of its Affiliates) to market and sell such product.

1.6 "Biosimilar Application" means an application submitted to the FDA under subsection (k) of Section 351 of the PHSA, or any analogous application submitted to a Regulatory Authority in the United States or in another country in the world, including, without limitation, the MHLW and PMDA in Japan.

1.7 "Business Day" means any day that is not a Saturday, Sunday or other days on which commercial banks in New York and/or Japan are authorized or required to be closed.

1.8 "CG Collaboration IP" means CG Collaboration Know-How and CG Collaboration Patents.

1.9 "CG Collaboration Know-How" means Collaboration Know-How that is generated, discovered or obtained during the Term of this Agreement by or on behalf of CG and its Affiliates as of the Effective Date, without the inventive contribution of any employee, consultant or agent of Kissei.

1.10 "CG Collaboration Patents" means Patents claiming CG Collaboration Know-How. CG Collaboration Patents exclude Joint Collaboration Patents.

1.11 "CG IP" means the CG Know-How, the CG Patents and the CG Trademarks.

1.12 "CG Know-How" means all Know-How Controlled by CG or any of its Affiliates as of the Effective Date or during the Term of this Agreement. For clarity, CG Know-How (a) includes CG Collaboration Know-How and (b) excludes Joint Collaboration Know-How.

1.13 "CG Patents" means all Patents Controlled by CG or any of its Affiliates as of the Effective Date or during the Term of this Agreement, including Patents claiming CG Collaboration Know-How. CG Patents exclude Joint Collaboration Patents. The CG Patents existing as of the Effective Date are identified on **Schedule 1.13**.

1.14 "CG Territory" means all territories other than (i) the Territory, and (ii) the Lepu Territory.

1.15 "CG Territory Activities" means certain material activities conducted by or on behalf of CG in the CG Territory for the CG Territory including Clinical Trials, CMC activities, and pre-clinical and non-clinical studies, in each case that are agreed to be included in the Initial development Plan by the Parties prior to formation of the JDC and by the JDC thereafter. The material activities which are required or reasonably necessary to develop and commercialize Products in the Territory will be included in the CG Territory Activities by the JDC.

1.16 "CG Trademark" means any and all trademark or service mark rights that are Controlled by CG or any of its Affiliates as of the Effective Date or during the Term. CG Trademark includes trademarks that are specific to the Product but excludes (i) CG's and its Affiliates' corporate names and logos, together with any derivative marks of any such name or logo, and (ii) any trademarks used by CG where such trademarks are specific to CG products for indications other than Indications selected by the JDC under this Agreement.

1.17 "Change of Control" means any of the following events: (a) any Third Party (or group of Third Parties acting in concert) becomes the beneficial owner, directly or indirectly, of more than fifty percent (50%) of the total voting power of the equity securities then outstanding of a Party normally entitled to vote in elections of directors; (b) a Party consolidates with or merges into another corporation or entity, or any corporation or entity consolidates with or merges into a Party, in either event pursuant to a transaction in which more than fifty percent (50%) of the total voting power of the equity securities outstanding of the surviving entity normally entitled to vote in elections of directors is not held by the Persons holding at least fifty percent (50%) of the outstanding shares of a Party preceding such consolidation or merger; or (c) a Party conveys, transfers or sells all or substantially all of its assets to any Third Party, except in each case (a) – (c), (i) in connection with the issuance of equity securities for financing purposes that does not result in a non-financial investor (e.g., a pharmaceutical company or biotechnology company) becoming (as a result of such issuance of equity securities) the beneficial owner, directly or indirectly, of more than fifty percent (50%) of the total voting power of the equity securities then outstanding of a Party normally entitled to vote in election of directors, or (ii) to change the domicile of a Party.

1.18 "Clinical Trial" means a Phase I Clinical Trial, Phase II Clinical Trial or Phase III Clinical Trial, or any post-approval or other human clinical trial, as applicable.

1.19 "CMC" or "Chemistry Manufacturing and Controls" means the chemistry, manufacturing and controls (or their biologic equivalents) of the Product, as specified by the FDA, or other applicable Regulatory Authorities.

1.20 "CMO" or "Contract Manufacturing Organization" means a Third Party with which a Party has contracted to conduct manufacturing (including process development and scale-up) of one or more Products, Collaboration Compound and DDM on behalf of such Party, other than a bona fide collaborator of such Party (e.g., a Third Party with whom such Party can jointly develop any other product).

1.21 "Collaboration Compound" means CG0070 recombinant oncolytic adenovirus, which contains an oncolytic-specific E2F transcription factor promoter and a granulocyte-macrophage colony stimulating factor (GM-CSF) transgene.

1.22 "Collaboration IP" means the Collaboration Know-How and the Collaboration Patents.

1.23 "Collaboration Know-How" means Know-How that is generated, discovered or obtained by or on behalf of a Party or its Affiliates, or jointly by or on behalf of both Parties or their respective Affiliates in the conduct of activities, under the Development Program.

1.24 "Collaboration Patents" means Patents claiming Collaboration Know-How.

1.25 "Commercially Reasonable Efforts" shall mean that level of efforts and resources consistent with the usual practice followed by Kissei or a Peer Pharmaceutical Company or CG or a similarly sized and situated biopharmaceutical company in the exercise of reasonable business discretion relating to other pharmaceutical products owned by it or to which it has exclusive rights, which is of similar market potential and at a similar stage in development or product life, taking into account issues of patent coverage, safety and efficacy, product profile, the competitiveness of the marketplace, the proprietary position of the compound or product, the regulatory structure involved, the profitability of the products (including, without limitation, pricing and reimbursement status achieved), and other relevant factors, including without limitation technical, legal, scientific, and/or medical factors.

1.26 "Companion Diagnostic" means any product or service, the development of which is initiated or continued as part of the conduct of activities under the Development Program, that:

(a) identified a person having a disease or condition, or a molecular genotype or phenotype that predisposes a person to such disease or condition, for which a Product could be used to treat and/or prevent such disease or condition;

(b) defines the prognosis or monitors the progress of a disease or condition in a person for which a Product could be used to treat and/or prevent such disease or condition;

(c) is used to select a therapeutic or prophylactic regimen, wherein at least one (1) potential therapeutic or prophylactic regimen involves a Product, and where the selected regimen is determined, based on the use of such product or service, to likely be effective and/or to be safe for a person; and/or

(d) is used to confirm a Product's biological activity and/or to optimize dosing or the scheduled administration of a Product.

1.27 "Competing Product" means any product comprising an adenovirus-backbone oncolytic virus with the E2F promoter and GM-CSF transgene other than the Collaboration Compound and a Product developed, manufactured or commercialized under this Agreement.

1.28 "Compulsory Competing Product" means a Competing Product sold under a license (or sublicense) granted (other than by Kissei or any of its Affiliates or sublicensees) to a Third Party through (or, to implement) the order, decree or grant of a governmental authority having competent jurisdiction.

1.29 "Compulsory Sublicense" means a sublicense granted to a Third Party through (or, to implement) the order, decree or grant of a governmental authority having competent jurisdiction, authorizing such Third Party to manufacture, use, sale, offer for sale, import or export a Product in any country in the Territory or in the CG Territory with a royalty rate lower than the applicable royalty rates provided in **Section 7.4 (Royalty Payments for Products by Kissei) and Section 7.5 (Royalty Payments for Products by CG)**.

1.30 "Confidential Information" means proprietary Know-How (of whatever kind and in whatever form or medium, including copies thereof), tangible materials or other deliverables (a) disclosed by or on behalf of a Party in connection with this Agreement, whether prior to or during the Term and whether disclosed orally, electronically, by observation or in writing, or (b) created by, or on behalf of, either Party and provided to the other Party or its Affiliate, or created jointly by the Parties or their Affiliates, in the course of this Agreement. For the avoidance of doubt, "Confidential Information" of a Party includes (i) Know-How regarding such Party's research, development plans, clinical trial designs, preclinical and clinical data, technology, products, business information or objectives and other information of the type that is customarily considered to be confidential information by entities engaged in activities that are substantially similar to the activities being engaged in by the Parties pursuant to this Agreement and (ii) any tangible materials or other deliverables provided by one Party to the other Party pursuant to **Article 5 (Manufacturing and Supply; Regulatory Matters; Deliverables)**. Notwithstanding the foregoing, subject to the terms of **Section 9.5 (Rights of Joint Owners),** the Joint Collaboration IP shall be the Confidential Information of both CG and Kissei, and both CG and Kissei shall be deemed to be the disclosing Party with respect thereto. For clarity, (a) the Kissei IP shall be the Confidential Information of Kissei, and Kissei shall be deemed to be the disclosing Party with respect thereto, and (b) the CG IP shall be the Confidential Information of CG, and CG shall be deemed to be the disclosing Party with respect thereto.

1.31 "Control" or "Controlled by" means, when used in reference to intellectual property rights, other intangible property or materials, the rightful possession by a Party of the contractual, legal or regulatory right or ability, as of the Effective Date or during the Term, to grant access, title, a license, sublicense or other right to exploit such right, property or material without violating the terms of any agreement with any Third Party, court order or other legal obligation.

1.32 "Covers" (including variations such as "**Covered**", "**Covering**" and the like) means, with respect to a particular Patent in a particular country and in reference to a particular compound or product (whether alone or in combination with one or more other ingredients) that the manufacture, use, sale, offer for sale or importation of such compound or product in a country would infringe (including direct infringement, contributory infringement or any inducement to infringe) a Valid Claim of such Patent in that country.

1.33 "CRO" or "Contract Research Organization" means a Third Party with which a Party has contracted to conduct, organize, monitor, and/or oversee Clinical Trials of one or more Products on behalf of such Party, other than a bona fide collaborator of such Party (e.g., a Third Party with whom such Party can jointly develop any other product).

1.34 "Development Program" means the development activities conducted by the Parties pursuant to **Article 2 (Development Program)** and one or more Development Plan(s) solely in and for the Territory. For the avoidance of doubt the Development Program excludes those activities conducted in the Lepu Territory and the CG Territory, except with respect to (i) P3 Trial activities in the Territory and in the CG Territory and (ii) information exchange with respect to CG Territory Activities, in both cases of (i) and (ii) above, solely to the extent included in the Initial Development Plan by the Parties prior to formation of the JDC and by the JDC thereafter.

1.35 "Encumbrance" means any claim, charge, equitable interest, hypothecation, lien, mortgage, pledge, option, license, lease, assignment, power of sale, retention of title, right of pre-emption, right of first refusal, security interest or any other encumbrance of any kind, other than (a) the terms and conditions of the Development and License Agreement between CG, Inc. and Lepu Biotech Co., Ltd. or (b) as identified on **Schedule 1.35**.

1.36 "Existing In-License" means, individually, each of the license agreements listed on **Schedule 1.36** between CG and the Third Party(ies) identified on such Schedule in effect as of the Effective Date.

1.37 "Export Control Laws" means all Applicable Laws relating to (a) sanctions and embargoes imposed by the Office of Foreign Assets Control of the U.S. Department of Treasury or (b) the export or re-export of commodities, technologies, or services, including the Export Administration Act of 1979, 24 U.S.C. §§ 2401-2420, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1706, the Trading with the Enemy Act, 50 U.S.C. §§ 1 et. seq., the Arms Export Control Act, 22 U.S.C. §§ 2778 and 2779, and the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986, in each case, as amended.

1.38 "FDA" means the United States Food and Drug Administration, or any successor entity thereto performing similar functions.

1.39 "Field" means all uses for an oncology Indication.

1.40 "First Commercial Sale" means, with respect to a particular Product in a given country, the first bona fide commercial sale to a Third Party of such Product following Marketing Approval in such country by or under authority of a Party or any of its Affiliates (or any of its or their sublicensees hereunder). For clarity, sales or other dispositions under Compulsory Sublicenses, for Clinical Trial or other scientific testing purposes, as free samples, under named patient use, patient assistance, charitable purposes, early access or compassionate use programs, or similar uses, programs, or studies, shall not constitute a First Commercial Sale.

1.41 "FTE" means the equivalent of the work of one employee full time for a twelve (12) month period of work directly related to the Development Program, including experimental laboratory work, recording and writing up results, reviewing literature and references, holding scientific discussions, managing and leading scientific staff, carrying out management duties related to the Development Program, writing up results for publications or presentation and attending or presenting appropriate education programs, seminars and symposia.

1.42 "GMP" means, applicable good manufacturing practices in effect in the United States, respectively, during the Term and, with respect to any other jurisdiction, manufacturing practices equivalent to good manufacturing practices then in effect in the United States.

1.43 "IND" means an investigational new drug application filed with the FDA pursuant to 21 CFR Part 312 before the commencement of clinical trials of a product, or any comparable filing with any relevant regulatory authority in any other jurisdiction including under MHLW and PMDA regulations in Japan.

1.44 "Indication" means the intended use of a Product for therapeutic treatment of a distinct disease or medical condition, regardless of the size of the patient class, for which any Marketing Approval is being sought and which will be referenced in detail on such Product labeling. All variants, including histological variants, of a single disease or medical condition (whether classified by severity or otherwise), regardless of the patient population, shall be treated as the distinct Indications, provided there are distinct labels in the Marketing Approval Application approved by the applicable Regulatory Authority. By way of example, but not limitation, (i) the treatment of a disease or medical condition in a particular patient population and the treatment of the same disease or medical condition in another population (e.g., adult population and pediatric population) shall be treated as a distinct Indication if more than one label is approved by the applicable Regulatory Authority, (ii) label extensions (including front line, second line, third line, metastatic, adjuvant, etc.) shall be treated as distinct additional Indications if a label is extended by the applicable Regulatory Authority (e.g., an MAA approval for BCG-unresponsive patients is a distinct indication from a label extension adding front line BCG naïve patients), and (iii) combination therapy or combination Products containing more than one active moiety (other than the Collaboration Compound plus DDM) that contain different labels (for example, additional patient subtypes) than monotherapy shall be treated as distinct indications. For clarity, and subject to the foregoing, (a) label expansions shall not be deemed to be separate Indications (e.g., an MAA approval for BCG unresponsive CIS patients is not a separate indication from a label expansion to add BCG unresponsive Ta/T1 patients); (b) dosing changes shall not be deemed to be separate Indications; and (c) Indication includes the intended evaluation of a Collaboration Compound or a Product for therapeutic treatment of a distinct disease or medical condition in the relevant preclinical study or Clinical Trial.

1.45 "Initial Indication" means bacillus Calmette-Guerin (BCG) unresponsive urothelial carcinoma in situ (CIS) subtype of non-muscle-invasive bladder cancer (NMIBC), or any replacement initial Indication identified by the JDC, including in response to input by the applicable Regulatory Authority.

1.46 "Inventor" means an individual that discovered or made, in whole or in part, Know-How or subject matter disclosed in a Patent and that such individual's contribution to such Know-How or subject matter meets the legal standard of inventorship in accordance with United States patent laws for determining inventorship, irrespective of the jurisdiction where such Know-How or subject matter was conceived or made.

1.47 "Joint Collaboration IP" means the Joint Collaboration Know-How and the Joint Collaboration Patents.

1.48 "Joint Collaboration Know-How" means Collaboration Know-How (a) generated, discovered or obtained by (i) at least one employee, consultant or agent of Kissei or its Affiliates, and (ii) at least one employee, consultant or agent of CG or its Affiliates and (b) without use of any Kissei IP that is not Kissei Collaboration IP (other than incidental use of such Kissei IP, as determined pursuant to **Section 3.2.2(c) (JPWG Responsibilities)**). For clarity, Joint Collaboration Know-How includes any Know-How that is deemed Joint Collaboration Know-How pursuant to **Section 3.2.2(c) (JPWG Responsibilities)**.

1.49 "Joint Collaboration Patents" means Patents claiming Joint Collaboration Know-How and which name (a) one employee, consultant or agent of Kissei or its Affiliates as an Inventor and (b) one employee, consultant or agent of CG or its Affiliates as an Inventor. For purposes of clarity, Patents that claim Joint Collaboration Know-How shall constitute Joint Collaboration Patents (and shall not constitute Kissei Patents even if such Patents also claim Kissei Know-How nor CG Patents even if such Patents also claim CG Know-How).

1.50 "Kissei Collaboration IP" means Kissei Collaboration Know-How and Kissei Collaboration Patents.

1.51 "Kissei Collaboration Know-How" means Collaboration Know-How that is generated, discovered or obtained by or on behalf of Kissei or its Affiliates during the Term of this Agreement, without the inventive contribution of any employee, consultant or agent of CG or its Affiliates.

1.52 "Kissei Collaboration Patents" means (a) Patents claiming Kissei Collaboration Know-How and (b) Patents claiming Know-How generated, discovered or obtained by or on behalf of Kissei or its sublicensees in the course of clinical development of a Product during the Development Program for such Product and ending on the Marketing Approval of such Product anywhere in the Territory. Kissei Collaboration Patents exclude Joint Collaboration Patents.

1.53 "Kissei IP" means the Kissei Know-How and Kissei Patents.

1.54 "Kissei Know-How" means Know-How (a) Controlled by Kissei as of the Effective Date or during the Term of this Agreement and (b)(i) the Parties agree to the use in the conduct of the Development Program pursuant to **Sections 2.1 (General)** or **4.2.3 (Other Kissei IP)** or (ii) Kissei incorporates into or uses for the purposes of a Product hereunder. For clarity, Kissei Know-How (a) includes Kissei Collaboration Know-How and (b) excludes Joint Collaboration Know-How.

1.55 "Kissei Patents" means all Patents (a) Controlled by Kissei as of the Effective Date or during the Term of this Agreement and (b) claiming Kissei Know-How. Kissei Patents exclude Joint Collaboration Patents.

1.56 "Know-How" means all information, inventions (whether or not patentable), improvements, practices, formula, trade secrets, techniques, methods, procedures, knowledge, results, test data (including pharmacological, toxicological, pharmacokinetic and pre-clinical and clinical information and test data, related reports, structure-activity relationship data and statistical analysis), analytical and quality control data, protocols, processes, models, designs, and other information regarding discovery, development, marketing, pricing, distribution, cost, sales and manufacturing. Know-How excludes any Patents.

1.57 "Lepu Territory" means mainland China, Hong Kong and Macau.

1.58 "Licensed Intellectual Property" means CG IP and CG's interest in the Joint Collaboration IP.

1.59 "Marketing Approval" means all approvals, licenses, registrations or authorizations of any federal, state or local regulatory agency, department, bureau or other governmental entity, necessary for the manufacturing, use, storage, import, transport and sale of Products in a country or regulatory jurisdiction. For countries where governmental approval is required for pricing or reimbursement for a Product, "Marketing Approval" shall not be deemed to occur until such pricing or reimbursement approval is obtained for such Product. For clarity, for the United States no governmental approval is required, and shall not be deemed required, for pricing or reimbursement for a Product unless and until the U.S. federal governmental approval is required for pricing or reimbursement for such Product under the federal Medicare or Medicaid program or any successor programs thereto.

1.60 "Marketing Approval Application" means BLA, sBLA, NDA, sNDA and any equivalent thereof in the United States or any other country or jurisdiction in the world including Japan pursuant to MHLW and PMDA regulations. As used herein: "**BLA**" means a Biologics License Application and amendments thereto filed pursuant to the requirements of the FDA, as defined in 21 C.F.R. § 600 et seq., for FDA approval of a Product and "**sBLA**" means a supplemental BLA; and "NDA" means a New Drug Application and amendments thereto filed pursuant to the requirements of the FDA, as defined in 21 C.F.R. § 314 et seq., for FDA approval of a Product and "**sNDA**" means a supplemental NDA.

1.61 "MHLW" means the Ministry of Health, Labour, and Welfare of Japan or any successor entity thereto performing similar functions.

1.62 "Net Sales" means, with respect to any Product, the gross amounts invoiced by each Party, its Affiliates or sublicensees to Third Party customers for sales or other transfers or disposition of a Product, less:

(a) [***];

(b) [***];

(c) [***];

(d) [***]; and

(e) [***].

Net Sales shall be calculated on an accrual basis in accordance with the then-currently used Accounting Standard. In no event shall Net Sales be deemed to occur in the case of transfers of samples, product development, clinical research or similar transfers.

In the event a Product is sold for a single price in combination (in the same package, including as a co-formulation, or under the same label) with one or more additional active ingredients that are not Products (each such additional active ingredient, an "**Additional Active**" and any such combination, a "**Combination**"), then Net Sales for that Product shall be calculated using the gross invoiced price for such Combination multiplied by the fraction A/(A+B), where "A" is the gross invoiced price for the Product sold separately and "B" is the gross invoiced price for the Additional Active(s) sold as a separate pharmaceutical product. In the event that an Additional Active(s) is not sold as a separate pharmaceutical product, then Net Sales for that Product shall be calculated using the gross invoiced price for the Combination multiplied by the fraction A/C, where "A" is the gross invoiced price for the Product, if sold separately, and "C" is the gross invoiced price for the Combination. In the event that no such separate sales are made, Net Sales of the Product in the Combination for royalty determination under this Agreement shall be determined by the Parties in good faith.

1.63 "Other Indication" means an Indication for a distinct disease or medical condition that is not an Initial Indication.

1.64 "P3 Trial" means that Phase III Clinical Trial of a monotherapy Product incorporating the Collaboration Compound for the Initial Indication to be conducted within the Territory and CG Territory.

1.65 "Patent(s)" means any and all patents and patent applications (including provisional and converted provisional applications) and any patents issuing therefrom or claiming priority thereto, worldwide, together with any extensions (including patent term extensions and supplementary protection certificates), renewals, reissues, reexaminations, substitutions, confirmation patents, registration patents, invention certificates, patents of addition, renewals, divisionals, continuations, and continuations-in-part of any of the foregoing.

1.66 "Peer Pharmaceutical Company" means a Person that is [***].

1.67 "Person" means any individual, corporation, company, partnership, association, joint-stock company, trust, unincorporated organization or government or political subdivision thereof.

1.68 "Pharmacology Study(s)" means pre-clinical or non-clinical in-vitro or non-human animal studies of a Collaboration Compound or a Product comprising (i) pharmacokinetics (i.e. absorption, distribution, metabolism, and excretion), (ii) toxicology, and/or (iii) pharmacodynamics studies.

1.69 "Phase I Clinical Trial" means a human clinical trial, the principal purpose of which is preliminary determination of safety of a Product in healthy individuals or patients or as otherwise described in 21 C.F.R. §312.21(a), or similar clinical study in a country other than the United States.

1.70 "Phase II Clinical Trial" means a human clinical trial, for which the primary endpoints include a determination of dose ranges and/or a preliminary determination of efficacy of a Product in patients being studied or as otherwise described in 21 C.F.R. §312.21(b), or similar clinical study in a country other than the United States.

1.71 "Phase III Clinical Trial" means a human clinical trial, the principal purpose of which is to demonstrate clinically and statistically the efficacy and safety of a Product for one or more indications in order to obtain Marketing Approval of such Product for such indication(s), or as otherwise described in 21 C.F.R. §312.21(c) or a similar clinical study in a country other than the United States. The term "Phase III Clinical Trial" also includes any human clinical trial that is intended to serve as a pivotal clinical trial for the Marketing Approval of the applicable Product, even if officially designated as a Phase II Clinical Trial.

1.72 "PHSA" means the Public Health Services Act (Title 42, U.S.C., Chapter 6A), as amended from time to time. As used herein the PHSA shall refer, more specifically, to 42 USC § 262, which governs the regulation of biological products.

1.73 "PMDA" means the Pharmaceuticals and Medical Devices Agency of Japan or any successor entity thereto performing similar functions.

1.74 "Pre-Approved Subcontractor" means a Person listed on **Schedule 1.74**.

1.75 "Product" means a finished dosage pharmaceutical formulation comprising the Collaboration Compound in combination with CG's permeabilization agent N-Dodecyl-3-D-maltoside ("**DDM**"), which is developed, manufactured or commercialized under this Agreement including all other formulations and modes of administration thereof. For the avoidance of doubt, any combination Products containing additional active pharmaceutical moieties in addition to the Collaboration Compound plus DDM, will be considered distinct Products (e.g., monotherapy, adjuvant combination chemotherapy with two active moieties, and adjuvant combination chemotherapy with three active moieties etc. are three or more distinct Products).

1.76 "Prosecution and Maintenance" or "Prosecute and Maintain" means, with respect to a particular Patent, all activities associated with the preparation, filing, prosecution and maintenance of such Patent (and patent application(s) derived from or claiming priority to such Patent) including final decision making authority on whether to opt-in or opt-out of the European Unified Patent Court, as well as supplemental examinations, re-examinations, reissues, applications for patent term adjustments and extensions, supplementary protection certificates and the like with respect to that Patent, together with the conduct of interferences, derivation proceedings, inter partes review, post-grant review, the defense of oppositions and other similar proceedings with respect to that Patent.

1.77 "Public Official or Entity" means (a) any officer, employee (including physicians, hospital administrators, or other healthcare professionals), agent, representative, department, agency, de facto official, representative, corporate entity, instrumentality, or subdivision of any government, military, or international organization, including any ministry or department of health or any state-owned or affiliated company or hospital, or (b) any candidate for political office, any political party, or any official of a political party.

1.78 "Regulatory Authority" means any federal, national, multinational, state, provincial or local regulatory agency, department, bureau or other governmental entity with authority over the research, development, use, manufacture or commercialization (including the granting of Marketing Approval) of a Collaboration Compound, Product in any jurisdiction, including the FDA, MHLW, and PMDA.

1.79 "Regulatory Materials" means regulatory applications (including Marketing Approval Applications), submissions, notifications, communications, correspondence, registrations, Marketing Approvals or other filings made to, received from or otherwise conducted with the FDA or other relevant Regulatory Authority (including minutes of any meeting with a Regulatory Authority) that are necessary for or relate to the research, development, manufacture or commercialization (including the granting of Marketing Approval) of a Product, in each case, in the Field in the Territory.

1.80 "Residuals" means information retained in the unaided memory of an individual.

1.81 "Series D Preferred Stock" means the Series D Preferred Stock, $0.0001 per share par value, of CG.

1.82 "Territory" means Bangladesh, Bhutan, Brunei, Cambodia, India, Indonesia, Japan, South Korea, Laos, Malaysia, Myanmar, Nepal, Pakistan, Palau, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam.

1.83 "Third Party" means any entity other than CG or Kissei or an Affiliate of either.

1.84 "US" means the United States of America and its territories and possessions.

1.85 "Valid Claim" means, with respect to a particular country, an issued, unexpired claim contained in a CG Patent, CG Collaboration Patent, Kissei Collaboration Patent or Joint Collaboration Patent, in each instance that is directed to the composition of matter or method of use of or method of treatment using a Collaboration Compound in such country that has not been disclaimed, revoked, held unenforceable, unpatentable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and that has not been admitted to be invalid or unenforceable through re-examination, re-issue, disclaimer or otherwise, or lost in an interference proceeding.

1.86 "VAT" means, any value added tax calculated in accordance with Applicable Law in a particular country inside or outside the Territory.

Additional Definitions. Each of the following terms has the meaning ascribed to them in the corresponding Section or Schedule of this Agreement indicated below:

Definition:	Section/Schedule:	Definition:	Section/Schedule:
Additional Active	1.62	Indemnitee	13.2
Agreement	Introduction	Indemnitor	13.2
Alliance Manager	3.8	Insolvency Proceedings	14.3
Average Net Sales per Product	7.4.3(c)	JDC	3.1.1
Bankrupt Party	14.3(a)	JMWG	3.3
BLA	1.60	JPWG	3.3.1
Buy-Out Option	7.5.7(a)	Kissei	Introduction
Buy-Out Option Price	7.5.7(b)	Kissei Indemnitees	13.1.1
Carry-Forward Amount	7.4.3(a)(ii)	Loss or Losses	13.1.1
Catastrophic Breach	14.6	NDA	1.60
CDA	10.5	Net Sales Report	8.2
CG	Introduction	Non-Disclosing Party	11.2.5
CG Group	4.3.1	Party or Parties	Introduction
CG Indemnitees	13.1.2	Pharmacovigilance Agreement	5.2.2
		Product Royalty Term	7.4.5
CG Product Royalty Term	7.5.5	Project Co-Leader	3.1.1
Challenge	14.4	Releases	11.2
Clinical Milestone	7.3.1(a)	Requesting Party	11.2.4
Clinical Supply Agreement	5.1.1	Required Release	11.2.4
CMC Information	5.1.4	Reviewing Party	11.2.4
Combination	1.62	Rules	15.2.1

Definition:	Section/Schedule:	Definition:	Section/Schedule:
Commercial Supply Agreement	5.1.1	sBLA	1.60
Competitive Infringement	9.7.2	sNDA	1.60
CPA Firm	8.8.2	Specified Marks	9.12
CREATE Act	9.3.2		
Defending Party	9.8.2	Stock Purchase Agreement	Background
Deliverables	5.3.1	Subcontractor Notice	2.3
Development Plan	2.1	Supply and Sales Fraction	7.4.3(c)
Development Term	2.4.1	Supply Payment	7.4.3(c)
Disclosing Party	11.2.5	Supply Agreement	5.1.2
Dispute	15.1	Term	14.1
Effective Date	Introduction	Third Party Claims	13.1.1
Effective Royalty Rate	7.4.3(c)	Third Party Infringement	9.7.1
Election Notice	7.5.7(b)	Third Party Infringement Claim	9.8.1
First Japan Approval Milestone	7.3.1(b)	Title 11	14.3(b)
First Non-Japan Approval Milestone	7.3.1(d)	Transacting Party	4.3.1
Initial Development Plan	2.1	Transacting Party Group	4.3.1
Indemnify	13.1.1	Valuation Firm	7.5.7(c)

ARTICLE 2

DEVELOPMENT PROGRAM

2.1 General. The Parties agree to undertake, using Commercially Reasonable Efforts, the Development Program to develop Products in the Field in accordance with one or more work plans (the "**Development Plan(s)**"). The Development Plan for the Initial Indication is set forth in **Schedule 2.1** (the "**Initial Development Plan**") and will include (i) P3 Trial activities in the Territory and (ii) information exchange with respect to CG Territory Activities. Each Development Plan, together with **Schedule 2.1**, may be amended by the Parties from time to time during the Development Term.

2.2 Certain Activities.

2.2.1 Each Party shall be responsible for conducting the activities assigned to it in the Development Plan. Each Party shall make available to the Development Program the number and types of dedicated FTEs reasonably needed to complete the activities described in the Development Plan.

2.2.2 Except as mutually agreed otherwise, neither Party will provide Product to support any investigator-initiated study of such Product in the Territory; provided that CG shall reasonably notify Kissei of any such studies in the CG Territory. For clarity, after the Development Term, Kissei at its sole discretion will be able to provide Product to support any investigator-initiated study of such Product in the Territory.

2.2.3 Except as set forth in **Section 2.2.1 (Certain Activities)** and **Section 2.6.2 (Additional Efforts)** or as mutually agreed through the JDC, which shall not be unreasonably delayed or withheld, Kissei may not, directly or indirectly, (a) conduct activities directed to the research or development of Collaboration Compounds or Products in the Field, including any Other Indication or (b) appoint, license or otherwise authorize or facilitate any Affiliate or Third Party, whether pursuant to such appointment, license or otherwise, to perform any of the activities set forth in the foregoing clause.

2.3 Subcontractors. Subject to the terms and conditions of this Agreement (including **Section 2.2.3 (Certain Activities)**), either Party may subcontract portions of its work under the Development Program to its Affiliates or Pre-Approved Subcontractors; provided, such subcontract is consistent with the terms and conditions of this Agreement. A Party may not subcontract portions of its work under the Development Program to any other Third Parties other than pursuant to the following procedure: (a) such Party shall notify the other Party (which notice may be provided via e-mail) of any proposed subcontractor and the scope of work proposed to be subcontracted (such notice, a "**Subcontractor Notice**"); (b) the other Party shall notify the requesting Party if it wishes to audit the proposed subcontractor or of any other reasonable concerns with respect to such proposed subcontractor, if any, within [***] of receipt of such Subcontractor Notice; (c) the requesting Party shall consider any such concerns in good faith; and (d) the matter shall be referred to the JDC for discussion. In the event a Party indicates its desire to audit a proposed subcontractor, the Parties shall cooperate with the each other and the proposed subcontractor to organize and conduct an audit subject to mutually agreeable conditions including

timing, duration, subject matter and confidentiality restrictions, provided that each Party shall bear its own costs and expenses incurred in such audit. In the event a proposed subcontractor refuses to participate in an audit, the requesting Party shall not subcontract any portions of its work to the proposed subcontractor without the other Party's express written consent. In the event the other Party does not respond to any such Subcontractor Notice within [***] period, the requesting Party may subcontract the work described in such Subcontractor Notice to the proposed subcontractor identified therein. The requesting Party shall remain responsible (at its cost) for and shall ensure that each subcontractor (including Affiliates to whom the requesting Party has subcontracted) complies with the terms and conditions of this Agreement. For clarity, the foregoing in this **Section 2.3 (Subcontractors)** shall not be applicable to any Third Party consultant that provides advisory services to the requesting Party, but does not undertake any of the activities in the Development Program. Notwithstanding the above, the above Subcontractor Notice process will not be applied to subcontractors for non-major activities including, by way of example, the measurement of general clinical examinations and setting up the interactive web response system (IWRS), provided, however, that information regarding such subcontractors for such non-major activities will be shared through the JDC.

2.4 Development Term.

2.4.1 The term of each Development Plan shall be determined by the JDC (the "**Development Term**"), except that the Development Term for the Initial Development Plan shall commence on the Effective Date and shall continue, unless extended by Kissei as set forth in this **Section 2.4 (Development Term)** or this Agreement is earlier terminated in accordance with **Article 14 (Term; Termination)**, until the [***] of the IND in Japan.

2.4.2 At any time prior to the expiration of the Development Term, on an Indication-by-Indication basis, if the activities set forth in the Development Plan for such Indication have not been completed by the then-current Development Term, Kissei may elect to extend the Development Term by [***] by written notice to CG; provided, that either (a) the scope of the Development Plan with respect to the Initial Indication does not change in any material manner, or (b) the Parties mutually consent to an amended Development Plan. CG shall not unreasonably withhold its consent to an amended Development Plan if Kissei's amended Development Plan includes appropriate provisions providing that Kissei shall be responsible for all costs including cost reimbursement to CG that reasonably account for additional activities not contemplated in the then-existing Development Plan (including patient recruitment). For clarity, the Development Term shall not be extended more than [***] under this **Section 2.4 (Development Term)**.

2.4.3 For the purposes of this **Section 2.4 (Development Term)**, if either Party is experiencing patient recruitment challenges not previously contemplated by the JDC at the commencement of the Development Term, the Development Plan shall be amended to reflect such recruitment challenge and appropriate provisions providing that Kissei shall be responsible for all costs including cost reimbursement to CG that reasonably accounts for any additional activities necessary to address such challenge (e.g., engaging new clinical sites).

2.5 Reports; Records; and Inspections.

2.5.1 Progress Reports. Each Party shall keep the other Party informed of its activities under the Development Program and shall provide to the other Party's representatives on the JDC, summary updates of the same at each meeting of the JDC. Further, as requested by the JDC, CG shall provide to the JDC summary updates of CG Territory Activities. If reasonably necessary for a Party to perform its work under the Development Program, that Party may request that the other Party provide more detailed information and data regarding the updates it earlier provided, and the other Party shall promptly provide the requesting Party with information and data as is reasonably available and reasonably necessary to conduct the Development Program, and such other information as the Parties agree. Neither Party is required to generate additional data or prepare additional reports to comply with the foregoing obligation. Subject to **Article 10 (Confidentiality)**, all such reports, information and data provided by a Party shall be considered the providing Party's Confidential Information.

2.5.2 Development Records. Each Party shall maintain records of the Development Program (or cause such records to be maintained) in sufficient detail and in good scientific manner as will properly reflect all work done and results achieved by or on behalf of such Party in the performance of the Development Program. All laboratory notebooks shall be maintained for no less than the [***]. All other records shall be maintained by each Party during the Term and for [***] thereafter. All such records of a Party shall be considered such Party's Confidential Information.

2.6 Development Efforts.

2.6.1 Commercially Reasonable Efforts. The Parties shall use Commercially Reasonable Efforts to conduct their respective tasks under the Development Program. Each Party shall devote such numbers of scientists and clinical professionals, with the requisite qualifications, as the Development Program may require to meet such Commercially Reasonable Efforts requirement. Such FTEs shall be provided by the employing-Party's cost. Without limiting the foregoing, it is understood and agreed that each Party will ensure that the Development Program will have sufficient staffing at all times.

2.6.2 Additional Efforts. Notwithstanding any Commercially Reasonable Efforts applied by a Party to the Development Program, each Party shall have the right, by mutual agreement of the Parties, at its sole cost, to apply additional FTEs to conduct activities under the Development Program. CG shall use Commercially Reasonable Efforts to avoid the situations where the development of the Products by its other licensees causes a negative impact on the development of the Products in and outside the Territory.

2.7 Development Costs. The Parties acknowledge and agree as follows: (a) Kissei shall be responsible for (i) all of the internal and external costs and expenses for those portions of Clinical Trials (e.g., patient recruitment in the Territory, study sites in the Territory, data collection, analysis and reporting from and for the Territory etc.) conducted solely in or for the Territory, with the exception of the P3 Trial for which Kissei shall be responsible for costs and expenses for Clinical Trials conducted in or for Japan and (ii) non-clinical studies and CMC development reasonably necessary for the Territory and not necessary for the CG Territory, (b)

CG shall be responsible for (i) all of the internal and external costs and expenses for Clinical Trials conducted solely in the CG Territory, [***], (ii) other non-clinical studies and CMC development reasonably necessary for the CG Territory and not necessary for the Territory, and (iii) CG Territory Activities, and (c) Kissei shall be responsible for [***] and CG shall be responsible for [***] of external costs and expenses for Clinical Trials conducted within both the Territory and CG Territory that cannot be attributed solely to the Territory or to the CG Territory, as the case may be, [***], as the case may be Subject to the forgoing, the Parties shall discuss through the JDC which Party shall be the sponsor of and how costs and expenses will be allocated amongst the Parties for, any Clinical Trials with study subjects within and outside of Territory, including the P3 Trial, that, with respect to the Territory, the Parties agree to conduct pursuant to any agreed amendment to the Development Plan, provided that, as between the Parties, CG shall have the deciding vote for all matters outside the Territory relating to Clinical Trials with study subjects outside of the Territory, [***]. On a [***] basis, or such other period as agreed by the JDC, each Party shall provide to the other Party a written invoice for development costs incurred by such Party in the prior [***] for which such other Party is responsible, supported by reasonable documentation for the amounts charged in such invoice(s). Each Party shall remit payment to the other Party within [***] of the date of invoice.

2.8 Cooperation. The Parties shall reasonably cooperate with each other for the preparation of documents necessary for the development including investigator's brochure and for obtaining Marketing Approval in their respective territories.

2.9 Dispatch. If Kissei wishes to dispatch its personnel to CG's facilities for purposes of training or information sharing, the Parties shall discuss the details. In addition, if Kissei requests access to the facilities of CG's CMO or CRO under contract with CG with respect to the Product, CG shall use reasonable efforts to obtain such Third Party's consent to accommodate such requests, provided that Kissei acknowledges CG does not guarantee such access.

ARTICLE 3

GOVERNANCE

3.1 Joint Development Committee.

3.1.1 Formation and Composition. Within thirty (30) days after the Effective Date, the Parties shall establish a joint development committee (the "**JDC**") to (i) manage the activities under, and facilitate communications between the Parties with respect to, the Development Program, and (ii) discuss CG Territory Activities. The JDC's authority shall be strictly limited to development activities for and within the Territory. The JDC shall be composed of [***] designated by each Party. Representatives must be appropriate for the tasks then being undertaken and the stage of research or pre-clinical development, in terms of their seniority, availability, function in their respective organizations, training and experience. Each Party shall designate one of its representatives as its primary JDC contact (each, a "**Project Co-Leader**"). Each Party may replace its representatives from time to time upon written notice to the other Party; *provided, however*, if a Party's representative is unable to attend a meeting, such Party may designate a knowledgeable alternate to attend such meeting and perform the functions of such representative.

3.1.2 JDC Responsibilities. In addition to its overall responsibility for managing the Development Program, the JDC shall, in particular:

(a) prepare and approve amendments to the Development Plan;

(b) oversee implementation of the Development Plan in and for the Territory, ensuring that activities thereunder are performed in accordance with the approved timelines and budgets;

(c) request from CG as needed, information or reports regarding CG Territory Activities and discuss such CG Territory Activities as appropriate;

(d) ensure that each Party keeps the JDC informed regarding all material activities performed by such Party under this Agreement that are within the purview of the JDC;

(e) generate and maintain a list of all Products identified under the Development Program;

(f) work to resolve any scientific, clinical, or technical disputes, controversy or claim within its scope of authority;

(g) determine whether Kissei may conduct (or appoint, license, or otherwise authorize or facilitate any Affiliate or Third Party to conduct) activities directed to the development of any Collaboration Compound or Product for another Indication in the Territory as set forth in **Section 2.2.3 (Certain Activities)**;

(h) determine whether to provide Product to support any proposal for an investigator-initiated study of such Product as set forth in **Section 2.2.2 (Certain Activities)**; and

(i) perform such other functions as may be allocated to the JDC under this Agreement or by mutual written agreement of the Parties.

3.2 Joint Patent Working Group.

3.2.1 As soon as reasonably possible and in any event within sixty (60) days after the Effective Date, the Parties shall establish a joint patent working group ("**JPWG**"), which shall consist of at least [***] of each Party, unless otherwise agreed by the Parties. The JPWG shall provide a forum for the exchange of information between the Parties, and shall undertake a decision-making role with respect to the intellectual property matters arising under the collaboration, including with respect to the protection of the Collaboration IP and the Prosecution and Maintenance of the CG Collaboration Patents and Kissei Collaboration Patents.

3.2.2 JPWG Responsibilities. In addition to its overall responsibility for overseeing and coordinating the Parties' efforts in the protection of the Collaboration IP and the Prosecution and Maintenance of the CG Collaboration Patents and Kissei Collaboration Patents, the JPWG shall, in particular:

(a) establish strategies for Prosecuting and Maintaining the CG Collaboration Patents and the Kissei Collaboration Patents; review and recommend to the Parties assessments of inventorship pursuant to **Section 9.3 (Inventorship; CREATE Act)**;

(b) oversee and coordinate the conduct of enforcement and defense of the CG Collaboration Patents and Kissei Collaboration Patents pursuant to **Article 9 (Intellectual Property; Ownership)**;

(c) determine whether any use of Kissei IP in the Development Program constitutes incidental use, in which case the Know-How generated, discovered or obtained by either Party resulting from such incidental use of Kissei IP will be Joint Collaboration Know-How, otherwise the Know-How will be Kissei Collaboration Know-How; and

(d) serve as an information exchange with respect to filing and prosecution of CG Patents.

(e) perform such other functions as specified in this Agreement.

3.3 Joint Manufacturing Working Group. As soon as reasonably possible and in any event within [***] after the Effective Date, the Parties shall establish a joint manufacturing working group ("**JMWG**"), which shall consist of at least [***] of each Party, unless otherwise agreed by the Parties. The JMWG shall provide a forum for the exchange of information between the Parties with respect to the CMC matters, including visit of Kissei's experts to CMO's site during manufacturing the Collaboration Compound and Product, securing close communication among CG, its CMOs and Kissei, discussing the CMC regulatory strategies in and outside the Territory, and other CMC matters agreed by the JMWG.

3.4 Working Groups; Other Committees. From time to time, the Parties may also establish and delegate duties to directed teams or committees on an "as-needed" basis to oversee particular projects or activities, and such teams shall be constituted and shall operate as the Parties determine. Each such team and its activities shall be subject to the oversight, review and approval of, and shall report to, the JDC. In no event shall the authority of a team exceed that specified for the JDC in this **Article 3 (Governance)**.

3.5 Meetings.

3.5.1 JDC. The JDC shall meet at least [***], or at such other frequency as agreed by the JDC by audio or video teleconference or as otherwise agreed by the JDC.

3.5.2 JPWG. The JPWG shall meet at least [***], or at such other frequency as agreed by the JPWG by audio or video teleconference or as otherwise agreed by the JPWG.

3.5.3 JMWG. The JMWG shall meet at least [***], or at such other frequency as agreed by the JMWG by audio or video teleconference or as otherwise agreed by the JMWG.

3.5.4 Meeting Agendas and Minutes. Not later than [***] after the JDC, JPWG and JMWG are formed, the respective committees or working group, as applicable, shall each hold an organizational meeting by video- or tele-conference to establish their respective operating

procedures, including establishment of agendas, and preparation and approvals of minutes. Kissei shall be responsible for keeping the minutes for the initial meetings of the JDC, JPWG and JMWG. Thereafter, the Parties shall take turns with such responsibility. Meeting minutes shall be sent to both Parties promptly after a meeting for review, comment and approval by each Party. A decision that is made at the JDC, JPWG or JMWG meeting shall be recorded in minutes, and decisions that are made by the JDC, JPWG or JMWG outside of a meeting should be documented in writing.

3.5.5 General. Employees of each Party other than its JDC, JPWG or JMWG representatives may attend meetings of the JDC, JPWG or JMWG as nonvoting participants, and, with the consent of the other Party, a Party's consultants and advisors involved in the Development Program may attend meetings of the JDC, JPWG or JMWG as nonvoting observers; provided, that such Third Party consultants and advisors are under written obligations of confidentiality and non-use at least as protective of the other Party and the Confidential Information of the other Party as the terms of **Article 10 (Confidentiality)** of this Agreement. Subject to **Section 2.7 (Development Costs)**, Each Party shall be responsible for all of its own expenses of participating in the JDC, JPWG or JMWG.

3.6 JDC Decision-Making. Each Party shall discuss and attempt to resolve any potential or evolving disagreement related to the Development Program through its respective Project Co-Leaders before it is brought before the JDC. The JDC shall operate as to matters within its responsibility by unanimous Party vote, with each Party having one vote. If the JDC is unable to achieve unanimous Party vote within [***] after the dispute matter is brought to a vote before the JDC then the following will apply:

(a) CG shall cast the deciding vote for:

(i) [***] and

(ii) [***],

(iii) [***].

(b) Kissei shall cast the deciding vote for [***].

(c) Notwithstanding the forgoing and for the avoidance of doubt:

(i) neither the JDC nor either Party shall have the authority to (1) impose any financial obligations on either Party or its Affiliates other than those explicitly required by this Agreement, (2) resolve any dispute regarding the existence of amounts of any payment owed under this Agreement, (3) impose on either Party or its Affiliates, an obligation to allocate such Party's or its Affiliate's tangible or intangible resources or assets in a certain manner (except as contemplated in the Development Plan) or (4) amend or modify, or waive its own compliance with, this Agreement;

(ii) neither the JDC nor Kissei shall have the right to increase the level of CG's FTEs dedicated to conducting research under the Development Plan;

(iii) neither the JDC nor Kissei shall have any authority over CG Territory Activities other than to discuss and exchange information with respect to CG Territory Activities;

(iv) Kissei shall not have the right to (1) change the scope of, or otherwise amend, the Development Plan, (2) approve any proposal to substitute the Initial Indication with an Other Indication in the Development Plan, (3) approve any addition or replacement of any Product, (4) determine whether Kissei may conduct (or appoint, license, or otherwise authorize or facilitate any Affiliate or Third Party to conduct) activities directed to the research or development of any Collaboration Compound or Product for an Other Indication as set forth in **Section 2.2 (Certain Activities)** or (5) determine whether to provide Product to support any investigator-initiated study of such Product as set forth in **Section 2.2.2 (Certain Activities)**;

(v) Further, if the JDC is unable to achieve a unanimous agreement within [***] after any of the following matters are brought to vote before the JDC, then such matter(s) shall be submitted for resolution pursuant to **Article 15 (Dispute Resolution):** (1) any matter set forth in subparagraph **3.6(c)(iv)** above, (2) any dispute within the JDC regarding **Section 7.4.3 (Royalty Payment Offsets)**, including, without limitation and by way of example, any dispute under **Section 7.4.3(a)(iii) (Royalty Payment Offsets; Third Party Payments)** whether a license from a Third Party is reasonably necessary in or for the Territory.

3.6.1 Working Group. Each Party shall use Commercially Reasonable Efforts to perform its responsibilities under any working group and provide reasonable support to the other Party in connection with the same. Unless otherwise agreed in connection with the formation of any working group (other than the JDC, which is addressed in **Section 3.5.1 (JDC)**), each Party will discuss and attempt to resolve any potential or evolving disagreement related to the subject matter of a given working group at the working group level prior to escalation to the JDC (for any scientific or technical matters) or to the Alliance Managers (for any non-scientific or non-technical matters). With respect to the decisions of any working group (other than the JDC, which is addressed in **Section 3.5.1 (JDC)**), each Party shall have [***] in all decisions, and the Parties shall attempt to make decisions by reaching unanimous agreement. If the relevant working group is unable to achieve a unanimous vote within [***] after a matter is brought to vote before such working group then either Party may refer the relevant dispute to the JDC (for any scientific or technical matters) or the Alliance Managers (for non-scientific or non-technical matters) for resolution (or, in the case of the JPWG, resolution subject to **Section 15.3 (Subject Matter Exclusions)**, if applicable).

3.6.2 Escalation. Each Party shall discuss and attempt to resolve any potential or evolving disagreement related to the Development Program in and for the Territory through the JDC, or the Parties' other activities in and for the Territory under a given working group at the working group level, in accordance with **Sections 3.5.1 (JDC)** and **3.6.1 (Working Group)**, as applicable. If the Parties are unable to resolve a potential or evolving disagreement for any matter under this Agreement, but outside the scope of the JDC's or a working group's decision-making authority, the Parties shall submit such disagreement to the process set forth in **Article 15 (Dispute Resolution)**.

3.7 Limits on Authority; Dissolution.

3.7.1 On a Product-by-Product basis, upon Marketing Approval for a Product, the working groups and the JDC will have no further responsibilities or authority under this Agreement with respect to such Product. On an Indication-by-Indication basis, upon the earlier of expiration or termination of the Development Program with respect to such Indication, the working groups and the JDC will have no further responsibilities or authority under this Agreement with respect to such Indication. Upon the earlier of expiration or termination of the Development Program with respect to the last Indication, the working groups and the JDC will have no further responsibilities or authority under this Agreement and the working groups and the JDC will be deemed dissolved by the Parties. Notwithstanding the foregoing, the JPWG and JMWG shall remain in effect during the Term, unless earlier dissolved with the consent of the Parties. Notwithstanding anything to the contrary in this **Section 3.7.1 (Limits on Authority; Dissolution)**, for a period of [***] (or such other period as agreed to by the Parties) following Marketing Approval for any Product, each relevant working group (other than the JPWG, the term of which is addressed in the preceding sentence), the JDC shall continue to exist solely for the purpose of facilitating the transition of responsibilities with respect to such Product from CG to Kissei, but without any responsibility or authority ascribed to such relevant working group and the JDC with respect to such Product under this **Article 3 (Governance)**.

3.8 Alliance Managers. Promptly following the Effective Date, each Party shall designate an individual to act as the primary business contact for such Party for matters related to this Agreement (such Party's "**Alliance Manager**"), unless another contact is expressly specified in the Agreement or designated by the Parties for a particular purpose. The Alliance Managers shall facilitate the flow of information and collaboration between the Parties, including information concerning nonbinding forecasts for sales of a Product in the Territory or CG Territory and the P3 Trial activities in the Territory and CG Territory, and assist in the resolution of potential and pending issues and potential disputes in a timely manner to enable the working groups and the JDC, and Parties to reach consensus and avert escalation of such issues or potential disputes, including in accordance with **Section 15.1 (Disputes)**. Either Party may replace its Alliance Manager at any time upon prior written notice (including by email) to the other Party's Alliance Manager.

3.9 Change of Control. In the event of a Change of Control of CG in which the Transacting Party is either (a) engaged in the research, development, manufacture or commercialization of any Competing Product (as of the effective date of such Change of Control or at any time during the Term) or (b) a Peer Pharmaceutical Company, Kissei may (without limiting Kissei's rights under this Agreement, including under **Section 14.5 (Termination at Will)**) elect to take any or all of the following actions set forth in **Sections 3.9.1 (Change of Control)** and/or **3.9.2 (Change of Control)**:

3.9.1 provide written notice to CG (or its successor entity) terminating the provisions of this **Article 3 (Governance)** in whole or in part, and upon such notice (a) neither Party will be obligated under the terminated provisions of this **Article 3 (Governance)** for the remainder of the Term, (b) any information, documents or reports that a Party is otherwise required to provide to the working groups or JDC pursuant to the terminated provisions of this **Article 3 (Governance)**, as applicable, shall be provided directly to the other Party, (c) Kissei's obligations

to provide the annual progress reports under **Section 6.2 (Progress Reports)** shall be limited to high-level information regarding the status of Products (including Marketing Approvals) and commercialization as of the end of the preceding calendar year, and (d) any matters delegated to the working groups or JDC pursuant to the terminated provisions of this **Article 3 (Governance)**, as applicable, shall be made by mutual agreement of the Parties, subject to the decision-making and dispute resolution provisions of **Section 3.6 (JDC Decision-Making)** and **Article 15 (Dispute Resolution)**; or

3.9.2 provide written notice to CG (or its successor entity) terminating the provisions of **Sections 2.1 (General)** and/or **2.2 (Certain Activities)**, in whole or in part, without relieving either Party of any obligation that accrued under any such section prior to such termination. If Kissei provides a notice to CG under this **Section 3.9.2 (Change of Control)**, CG shall as soon as reasonably practicable transfer and assign to Kissei all data, Marketing Approvals and regulatory documentation with respect to the Products in the Territory and a copy of all of the data with respect to the Products in the Territory, including all data comprising the global safety database for the Products and any related Companion Diagnostics.

3.9.3 Notwithstanding the foregoing, Kissei shall not have the right to take any of the actions set forth in **Section 3.9.1 (Change of Control)** or **Section 3.9.2 (Change of Control)** so long as (a) no unpublished CG Patents, unpublished CG Know-How, Kissei IP, Confidential Information, or any Collaboration IP are used by such Transacting Party Group, (b) such Transacting Party Group segregates the CG Group's personnel from all programs of such Transacting Party Group directed to the (i) research, development, manufacture, sale, marketing, promotion or distribution of any Competing Product or (ii) research, development, manufacture, sale, marketing, promotion or distribution of any product for the diagnosis, prevention, or treatment of any of the Indications covered by any Development Plan under this Agreement, and (c) if such Transacting Party is a Peer Pharmaceutical Company, CG's JDC, JPWG and other working group representatives remain employees or contractors solely of the CG Group (and not such Transacting Party).

ARTICLE 4

LICENSES AND RIGHTS

4.1 License Grants to Kissei.

4.1.1 Products. Subject to the terms and conditions of this Agreement, CG hereby grants to Kissei (a) an exclusive (even as to CG and its Affiliates, except for activities conducted by or on behalf of CG under the Development Plan), non-sublicensable (except as permitted by **Section 4.1.4 (Sublicenses)**), non-transferable (except as set forth in **Section 16.3 (Assignment)**), royalty-bearing license under the CG IP and CG's interest in the Joint Collaboration IP to use, import, offer for sale, sell, have sold, and promote, but not the right to make or have made, Products and (b) a limited semi-exclusive, non-sublicensable, non-transferable, royalty-bearing license under the CG IP to develop (subject to **Article 2 (Development Program)**), excluding the right to make or have made, Products, in each case of (a) and (b) in the Field in the Territory. For clarity, the license granted to Kissei in **Section 4.1.1(b) (License Grants to Kissei; Products)** includes the right to conduct Pharmacology Studies in

approved in writing by CG through the JDC. For purposes of this Agreement, "semi-exclusive" means that CG hereby may grant to a Third Party agreed between the Parties in the Development Program, a license under the CG IP to develop the Products in the Territory to the extent agreed between the Parties in the Development Program. Notwithstanding anything to the contrary herein, the license granted in this **Section 4.1.1 (Products)** shall exclude: (a) the right to offer for sale, sell, have sold, conduct medical affairs with respect to, and otherwise commercialize any Collaboration Compound that is not incorporated into a Product and (b) Know-How and Patents (i) owned or controlled by any member of any Transacting Party Group that was not licensed to CG prior to a Change of Control and (ii) with respect to any Additional Active or other component incorporated into a Product that is not a Collaboration Compound or a component of a Collaboration Compound.

4.1.2 Companion Diagnostics. The Parties agree and understand that the JDC may amend the Development Plan to include one or more Companion Diagnostics for one or more Products as appropriate for a given Indication. In such case, CG hereby grants to Kissei an exclusive (even as to CG and its Affiliates, except for activities conducted by or on behalf of CG under the Development Plan), non-sublicensable (except as permitted by **Section 4.1.4 (Sublicenses)**), non-transferable (except pursuant to **Section 16.3 (Assignment)**), fully paid-up, royalty-free license under the CG IP and CG's interest in the Joint Collaboration IP to use, import, offer for sale, sell, have sold, conduct medical affairs with respect to, and otherwise commercialize Companion Diagnostics in the Territory solely for purposes of, in connection with and in support of the research, development, manufacture, commercialization or therapeutic use of Products. Notwithstanding anything to the contrary herein, the license granted in this **Section 4.1.2 (Companion Diagnostics)** shall exclude Know-How or Patents owned or controlled by any member of any Transacting Party Group that was not licensed to CG prior to a Change of Control.

4.1.3 Collaboration IP. CG hereby grants to Kissei a semi-exclusive, fully paid-up, royalty-free, non-sublicensable (except as permitted by **Section 4.1.4 (Sublicenses)**), non-transferable (except pursuant to **Section 16.3 (Assignment)**) license under CG's interest in the Collaboration IP solely to conduct research activities in the Field in the Territory, other than to research Products, Companion Diagnostics and Competing Products.

4.1.4 Sublicenses. Kissei shall have the right to sublicense the rights granted under this **Section 4.1 (License Grants to Kissei)** to its Affiliates or Third Parties though multiple tiers; provided, that (i) prior to granting any such sublicense, Kissei first obtains CG's prior written consent, not to be unreasonably withheld, (ii) each such sublicense is subordinate to and consistent with the terms and conditions of this Agreement, and (iii) Kissei shall remain responsible for such Affiliate's or Third Party's compliance with all obligations under this Agreement applicable to such Affiliate or Third Party. For clarity, no grant of any sublicense to a Third Party or an Affiliate shall relieve Kissei of its obligations hereunder. For further clarity, any Kissei Affiliate sublicensee hereunder and any Kissei Affiliate acting on behalf of, under the authority of or in lieu of Kissei hereunder shall be a "sublicensee" of Kissei for purposes of this Agreement.

4.2 License Grants to CG.

4.2.1 Collaboration IP. Kissei hereby grants to CG a non-exclusive, fully paid-up, sublicensable (subject to **Section 4.2.5 (Sublicenses)**), transferable (subject to **Section 16.3 (Assignment)**), license, under Kissei's interest in the Joint Collaboration IP, for any and all uses and products (a) in the CG Territory, and (b) other than to use, import, offer for sale, sell, have sold and otherwise commercialize Products, Companion Diagnostics and Competing Products in the Territory.

4.2.2 Kissei Collaboration IP. Kissei hereby grants to CG a non-exclusive, fully paid-up, royalty-bearing, sublicensable (subject to **Section 4.2.5 (Sublicenses)**), transferable (subject to **Section 16.3 (Assignment)**), license, under Kissei's interest in the Kissei Collaboration IP for all uses and products (a) in the CG Territory, and (b) other than to use, import, offer for sale, sell, have sold and otherwise commercialize Products, Companion Diagnostics and Competing Products in the Territory.

4.2.3 Other Kissei IP. Prior to using any Kissei IP (other than Kissei Collaboration IP) in the Development Program, Kissei shall provide CG a general description of the proposed Kissei IP and the intended use thereof in the Development Program, without disclosing any Confidential Information with respect thereto. By mutual agreement of the Parties, CG may use such Kissei IP in the Development Program solely for the limited, agreed upon purpose, which shall be in writing.

4.2.4 Residuals. CG may use for any purpose Residuals resulting pursuant to this Agreement from CG and its Affiliates employees', consultants' and agents' access to or work with any Kissei IP or other Confidential Information of Kissei. Kissei may use for any purpose Residuals resulting pursuant to this Agreement from Kissei and its Affiliates employees', consultants' and agents' access to or work with any CG IP or other Confidential Information of CG.

4.2.5 Sublicenses. CG shall have the right to sublicense the rights granted under this **Section 4.2 (License Grants to CG)** to its Affiliates or Third Parties though multiple tiers; provided, that such sublicense is consistent with the terms and conditions of this Agreement, and provided further that CG shall remain responsible for such Affiliate's or Third Party's compliance with all obligations under this Agreement applicable to such Affiliate or Third Party. For clarity, no grant of any sublicense to a Third Party or an Affiliate shall relieve CG of its obligations hereunder.

4.3 Exclusivity.

4.3.1 For a period beginning on the Effective Date and concluding [***] following first Marketing Approval for a Product, neither CG nor any of its Affiliates shall: (a) promote, market, distribute, sell or otherwise commercialize a Competing Product; or (b) either directly or indirectly, appoint, license, or otherwise authorize or facilitate any Third Party, whether pursuant to such appointment, license or otherwise, to perform any of the activities set forth in the foregoing clause (a). Notwithstanding anything to the contrary in this Agreement, in the event of any Change of Control of CG (or successor entity thereto, applying the definition of Change of Control to such successor in place of CG), the Person engaged in the Change of Control event with CG (the "**Transacting Party**") and its Affiliates other than the CG Group (collectively, the "**Transacting Party Group**") will not be deemed to be Affiliates of CG for purposes of this **Section 4.3.1 (Exclusivity)**, provided, that, and only so long as (a) no unpublished CG Patents,

unpublished CG Know-How, Kissei IP or Confidential Information, or any Collaboration IP are used by such Transacting Party Group, and (b) the Transacting Party Group segregates the CG Group's personnel from all programs of the Transacting Party Group directed to the (1) research, development, manufacture, sale, marketing, promotion or distribution of any Collaboration Compound or Product, other than as a research tool as permitted by the JDC, which may include use as a positive control or (2) research, development, manufacture, or commercialization of any product for the diagnosis, prevention, or treatment of any of the Indications which are actively under development under this Agreement as of the date hereof. For the purposes hereof, the "**CG Group**" means CG and its Affiliates as in existence immediately prior to consummation of the Change of Control.

4.3.2 For a period beginning on the Effective Date and concluding [***] following first Marketing Approval for a Product, Kissei shall not: (a) conduct or participate in, either directly or indirectly, any activities directed toward the (i) research, development, manufacture, sale, marketing, promotion or distribution of any Competing Product; or (b) either directly or indirectly, appoint, license, or otherwise authorize or facilitate any Affiliate or Third Party, whether pursuant to such appointment, license or otherwise, to perform any of the activities set forth in the foregoing clause (a).

4.4 No Other Rights, Retained Rights. Except as expressly provided in this Agreement, nothing in this Agreement shall grant either Party any right, title or interest in and to the Know-How, Patents or other intellectual property rights of the other Party (either expressly or by implication or estoppel). Any intellectual property right of a Party not expressly licensed to the other Party by such Party under this Agreement is expressly retained by such Party.

4.5 Interpretation. As used in this **Article 4 (Licenses and Rights)**, the word "commercialization" (including its cognates, e.g., commercializing) includes any and all of the following activities: selling, offering for sale, promoting, marketing, conducting details, and performing such other activities as are typical in support of any of the foregoing.

ARTICLE 5

MANUFACTURING AND SUPPLY; REGULATORY MATTERS; DELIVERABLES

5.1 Manufacturing and Supply.

5.1.1 Generally. CG (itself or through designees) shall manufacture and supply to Kissei Products for the Field in the Territory, in each case in accordance with **Section 5.2 (Regulatory Matters)** and separate written agreements, one for supply in Clinical Trials ("**Clinical Supply Agreement**"), and another for commercial supply (the "**Commercial Supply Agreement**") each to be negotiated in good faith between the Parties pursuant to **Section 5.1.2 (Supply Agreements)**. CG shall supply to Kissei and Kissei shall (and shall cause its Affiliates and sublicensees to) exclusively purchase from CG all requirements of Product, and CG shall have the exclusive right to manufacture Product. CG shall report generally regarding the status of activities of CMOs and suppliers related to Product for supply to Kissei.

5.1.2 Supply Agreements. The Parties shall negotiate in good faith and execute a Clinical Supply Agreement and a Commercial Supply Agreement for the supply by CG, or a CMO designated by CG, to Kissei of Product for Kissei's, its Affiliates' and sublicensees' exercise of the rights and licenses in accordance herewith including the conduct of Clinical Trials and commercialization in the Territory. The Clinical Supply Agreement shall include (a) supply of sufficient quantities of such Products to enable a Clinical Trials of such Product in the Territory as provided by the Development Plan; (b) payment by Kissei of an amount [***]; and (c) other terms customary in the pharmaceutical industry to agreements of this nature. The Commercial Supply Agreement shall include (x) at least [***] supply based on Kissei's then-current forecasts under such agreement (depending on the final shelf life and stability of the Product and other relevant factors) of Products at all times for the development and commercialization of such Products under this Agreement, (y) payment by Kissei of an amount equal to [***], and (z) other terms customary in the pharmaceutical industry to agreements of this nature. The Parties shall negotiate the Clinical Supply Agreement immediately following the Effective Date and use commercially reasonable efforts to execute the Clinical Supply Agreement within [***] of the Effective Date but in no event later than [***]. The Parties shall, through the JDC, agree upon a timeline for negotiating and executing the Commercial Supply Agreement.

5.1.3 Quality Agreement. CG and Kissei shall execute a mutually acceptable quality agreement that allocates roles and responsibilities to each Party with respect to quality control and regulatory compliance with respect to the manufacture and supply of Products hereunder and under the Clinical Supply Agreement and Commercial Supply Agreement.

5.1.4 CMC Information. Subject to **Section 2.7 (Development Costs)**, as long as CG is manufacturing (or having manufactured through a CMO) Product for Kissei pursuant to the Clinical Supply Agreement or Commercial Supply Agreement, CG shall provide to Kissei CG's then-current CMC Information, to the extent reasonably necessary for Kissei to file and maintain a Marketing Approval Application for Product in the Territory. CG shall permit Kissei to cross-reference such CMC Information in its Regulatory Materials for Product for the Field in the Territory in accordance with this Agreement. "**CMC Information**" means all technical information regarding a Party's (or its CMO's) CMC filed or required to be filed with the FDA or PMDA in connection with the development or commercialization of Product.

5.1.5 CMO Agreements. In each agreement with a CMO, CG shall use commercially reasonable efforts to obtain the following: (i) [***]; (ii) [***]; and (iii) [***]. At Kissei's request, CG shall use commercially reasonable efforts, at Kissei's cost, to facilitate any inspection or audit of a CMO and permit Kissei to observe the CMO during the manufacturing of Collaboration Compound and Product, including a three-way confidentiality agreement with such CMO if such inspection or audit requires disclosure of any confidential information of such CMO with respect to its processes.

5.2 Regulatory Matters.

5.2.1 Regulatory Approval Application. On a Product-by-Product basis, (i) CG or its designee shall be responsible for preparing and submitting in its own name, and shall own, the IND, Marketing Approval Application or equivalent for such Product in the CG Territory and Kissei or its designee shall be responsible for preparing and submitting in its own name, and shall

own, the IND, Marketing Approval Application or equivalent for such Product in the Territory, (ii) each Party shall be responsible for liaising and managing interactions with Regulatory Authorities with respect thereto in its respective territory and (iii) each Party shall support the other Party in the other Party's territory, as may be reasonably necessary and as reasonably requested by such Party, in preparing and submitting such IND and Marketing Approval Application, and in the activities in support thereof, including providing information, documents or other materials required by Applicable Law for inclusion in or in support of such IND and Marketing Approval Application, in each case in accordance with the terms and conditions of this Agreement and the Development Plan. In addition, on a Product-by-Product basis, the following shall apply:

(a) Regulatory Correspondence. To the extent permitted by agreements with Third Parties and Applicable Laws, Kissei shall provide to CG summaries or copies in English or original language of the following with respect to Regulatory Authorities in the Territory, and CG shall provide to Kissei summaries or copies of the following with respect to the FDA and European Medicines Agency ("**EMA**") in English or original language: any material documents, information or other correspondence received from such Regulatory Authority pertaining to the Development Plan or such Product in the US, Europe or Territory, including, but not limited to, any IND, all IND amendments, Regulatory Authority meeting requests, and Regulatory Authority advice (including scientific advisory packages). To the extent reasonably feasible and based on timelines required by such Regulatory Authority, each Party shall provide the other Party with access to a draft of all material Regulatory Materials in English or original language pertaining to such Product to be submitted by such Party to such Regulatory Authority, sufficiently in advance of the intended submission dates via the access methods (such as secure databases) established by the JDC, to enable the receiving Party to review and provide comments to the disclosing Party concerning the content thereof. Each Party shall consider in good faith any such comments of the other Party provided sufficiently in advance of any deadlines required by such Regulatory Authority. The Parties acknowledge and agree that a Regulatory Authority may require submissions of, or responses containing, Regulatory Materials, the timeline for which would not reasonably allow the Parties to share information and deliberate responses through the JDC. In such case, the Parties will make reasonable attempts to notify the JDC of the circumstances of such scenarios in advance of the deadline required by the Regulatory Authority, but a Party's failure to notify the JDC or to consider comments of the other Party will not constitute a breach of this Agreement; provided that in all instances the Party will notify the JDC as soon as reasonably practicable, even if after the Regulatory Materials have been submitted to the Regulatory Authority.

(b) Regulatory Correspondence Related to Manufacturing. CG shall immediately and within [***] of receipt by CG notify Kissei in writing of, and shall provide Kissei with copies of, any correspondence and other documentation received or prepared by CG, or received by CG and prepared by its CMO, in connection with any of the following events: (a) receipt of a regulatory letter, warning letter, Form 483 (Inspectional Observations) or similar item, from the FDA or any other Regulatory Authority directed to the manufacture of such Product or in connection with any general cGMP inspections applicable to the manufacturing facility for such Product; and (b) receipt of a regulatory letter, warning letter or similar item from the FDA or any other Regulatory Authority directed to or any regulatory comments related to such Product where the comments relate or are attributable to any manufacturing, testing, packaging, storage or distribution activities by CG or on behalf of CG through its designated CMO.

(c) Meetings with Regulatory Authorities in the Territory. Kissei shall provide to the JDC, with respect to Regulatory Authorities in Japan, South Korea and Taiwan, and CG shall provide to the JDC, with respect to the FDA and EMA, to the extent reasonably possible, prior written notice of any substantive meeting, conference, or discussion (including any advisory committee meeting) with such Regulatory Authority relating to such Product, within [***] after such Party first receives notice of the scheduling of such meeting or within such shorter period as may be necessary in order to give the JDC a reasonable opportunity to determine whether such meeting is material to the Party's responsibilities in the Territory and it is appropriate for up to [***] of the other Party to attend such meeting. If the JDC determines that attendance by representatives of the other Party is appropriate, (i) such other Party shall have the right to attend and participate in all such meetings, to the extent permitted by Applicable Law, and (ii), such other Party may participate in any substantive preparatory pre-meetings held prior to such Regulatory Authority meeting. If such Regulatory Authority initiates a meeting, conference or discussion in such a manner that does not permit a Party to notify the other Party, then the Party discussing with the Regulatory Authority shall, as soon as reasonably practicable and permitted, provide a written summary of the contents of the discussion to the JDC.

(d) Adverse Event Reports. CG shall be responsible managing and controlling a global database for adverse events for any Product. Subject to **Section 5.2.2 (Safety Data Exchange)** each Party shall be responsible for investigating adverse events and other required safety information associated with the use of such Product in such Party's territory and such Party shall be responsible for the collection, review, assessment, tracking and filing of information related to adverse events in accordance with Applicable Laws and shall keep the other Party informed with respect to the same.

(e) Third Party Information. CG shall use Commercially Reasonable Efforts to obtain from Third Parties that become licensees or Affiliates of CG after the Effective Date and who have rights to develop and commercialize the Collaboration Compound or a Product, for the benefit of Kissei, with respect to the CG Territory:

(i) a right of reference from such Third Parties who control Marketing Approval Applications pertaining to the Collaboration Compound and Product, except as otherwise set forth in **Section 5.2.3 (Right of Reference)**;

(ii) access to data regarding Clinical Trials pertaining to the Collaboration Compound or the Product under such Third Parties' Control;

(iii) use and access to all information and data (including CMC Information) contained within Regulatory Materials of such Third Parties who control Marketing Approval Applications pertaining to the Collaboration Compound and Product;

(iv) copies or summaries of material regulatory correspondence such Third Parties receive from the FDA or EMA pertaining to Collaboration Compound or Product; and

(v) similar rights as to meetings with Regulatory Authorities as CG provides to Kissei in **Section 5.2.1(c) (Meetings with Regulatory Authorities in the Territory)**;

provided, however, that Kissei shall grant reciprocal rights to such CG licensee or Affiliate. Kissei will be under no obligation to grant such CG licensee or Affiliate any of the above rights if such CG licensee or Affiliate does not also grant Kissei the same rights.

5.2.2 Safety Data Exchange. Beginning on or about the date on which the Parties begin negotiating the Clinical Supply Agreement, the Parties will negotiate and enter into a pharmacovigilance agreement that defines the Parties' responsibilities and obligations with respect to the procedures and timeframes for compliance with Applicable Law pertaining to safety reporting for such Product ("**Pharmacovigilance Agreement**").

5.2.3 Right of Reference. To the extent permitted by Applicable Law each Party hereby grants the other Party a right of reference and full use and access to all information and data (including CMC Information) within Regulatory Materials Controlled by the granting Party and its Affiliates and directly relating to any Collaboration Compound, Product or Companion Diagnostics for the purpose of and to the extent necessary or useful to support a Marketing Approval Application for any Collaboration Compound, Product or Companion Diagnostics in the other Party's territory. In addition, CG shall obtain from Third Parties that become licensees or Affiliates of CG after the Effective Date and who have rights to develop and commercialize the Collaboration Compound or a Product, for the benefit of Kissei, a right of reference and full use and access to all information and data (including CMC Information) within Regulatory Materials for a monotherapy Product for the Initial Indication, for monotherapy Products for all bladder cancer Indications, and for a combination therapy Product for a BCG Indication, to the extent necessary or useful to support a Marketing Approval Application for any Collaboration Compound, Product or Companion Diagnostics in the Territory; provided that Kissei shall grant reciprocal rights to each such CG licensee or Affiliate. The granting Party shall, at the other Party's request and expense, take actions reasonably necessary to effect such grant of right of reference and use to the other Party, including by making such filings as may be required with Regulatory Authorities in the such other Party's territory that may be necessary to record such grant.

5.3 Deliverables.

5.3.1 Generally. Each Party shall use Commercially Reasonable Efforts to provide the other Party with the tangible materials and other deliverables specified under the Development Plan to be provided by such Party (collectively, the "**Deliverables**"). The JDC shall determine the specific format and timeline for the transfer of such Deliverables, consistent with the Development Plan.

5.3.2 Rights of Use. With respect to the Deliverables provided by one Party to another Party pursuant to **Section 5.1 (Manufacturing and Supply)**, each Party shall have the right to use such Deliverables solely for the performance of activities under the Development Program and to exercise the rights granted to such Party pursuant to **Article 4 (Licenses and Rights)**. Subject to the foregoing, all such Deliverables (i) shall be used by a Party only in accordance with the terms and conditions of this Agreement; (ii) shall not be used or delivered by a Party to or for the benefit of any Third Party except as expressly provided for herein; and (iii) shall be used by a Party in compliance with all Applicable Law.

5.3.3 Care in Use of Deliverables. Each Party acknowledges that certain Deliverables provided by the other Party may be experimental in nature and may have unknown characteristics and therefore agrees to use prudence and all reasonable care in the use, handling, storage, containment, transportation and disposition of such Deliverables.

5.3.4 NO WARRANTY. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE DELIVERABLES PROVIDED BY THE OTHER PARTY ARE PROVIDED "AS-IS" AND THE PROVIDING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH DELIVERABLES, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 6

DILIGENCE

6.1 Development and Commercialization of Products. Except with respect to the activities being conducted by the Parties under the Development Programs, as between Kissei and CG (a) Kissei shall have sole responsibility for, and bear all costs for commercializing Products in the Territory; and (b) Kissei shall have the sole right and authority to control all decisions related to the commercialization of Products in the Territory. Kissei agrees to use Commercially Reasonable Efforts to commercialize (including seek Marketing Approval for) at least one Product for the Initial Indication. For the avoidance of doubt, with respect to the CG's manufacturing obligations, as between Kissei and CG (i) CG shall have sole responsibility therefor, and bear all costs therefor (subject to payments to be made by Kissei to CG under the Clinical Supply Agreement and Commercial Supply Agreement); and (ii) CG shall have the sole right and authority to control all decisions related thereto; provided that CG will reasonably consult with Kissei for any matters that are reasonably likely to have a material and detrimental impact on the development, Marketing Approval or sales of the Product in the Territory.

6.2 Progress Reports. On an Indication-by-Indication and Product-by-Product basis, following the expiration (or earlier termination) of the Development Term and up until the First Commercial Sale of such Product for the relevant Indication, Kissei shall provide to the JDC at each of its regularly-scheduled meetings during such period a written report summarizing Kissei's progress in the development of such Product for the relevant Indication or otherwise in the Field.

ARTICLE 7

FINANCIAL TERMS

7.1 Initial License Fees. In consideration of the rights granted by CG to Kissei under **Article 4 (Licenses and Rights)** to the Licensed Intellectual Property, Kissei shall pay to CG a one-time-non-refundable-non-creditable-license-fee in the amount of Ten Million US Dollars

($10,000,000). Such payment shall be made within fifteen (15) Business Days after Kissei receives electronic notice from CG of completion of the dosing of the first patient of a full six (6) week treatment in a Phase III Clinical Trial in the United States for a Product and an invoice to Kissei for such payment with bank information.

7.2 Equity Investment. Kissei shall purchase shares of Series D Preferred Stock of CG in accordance with and subject to the terms and conditions of the Stock Purchase Agreement. Kissei shall pay CG an aggregate amount of [***], which shall be paid as set forth in the Stock Purchase Agreement.

7.3 Development and Commercial Milestone Payments.

7.3.1 Milestones. Subject to the terms of **Section 7.3.2 (Notice of Achievement; Timing of Payment)**, Kissei shall pay CG the following one-time milestone payments upon the first Product achieving the following milestones in rows (a) through (j):

Product Event	Payment Amount
(a) [***]	[***]
(b) [***]	[***]
(c) [***]	[***]
(d) [***]	[***]
(e) [***]	[***]
(f) [***].	[***]
(g) [***].	[***]
(h) [***].	[***]
(i) [***].	[***]
(j) [***].	[***]
Total Potential Milestone Payments:	[***]

7.3.2 Notice of Achievement; Timing of Payments. With respect to each milestone referred to in **Section 7.3 (Development and Commercial Milestone Payments)**, Kissei (or its sublicensee, if applicable) shall promptly, and in any event within [***], inform CG of the achievement of such event. The corresponding milestone payment shall be due within [***] after achievement of a milestone in **Section 7.3.1(a)** through **(e) (Milestones)** or within [***] after the end of quarter of achieving the milestone in **Section 7.3.1(f) through (j) (Milestones)**. Upon written request by Kissei, CG shall issue an invoice for each such milestone payment, provided that Kissei's obligation to remit payment is not contingent upon CG's issuance of an invoice. For the avoidance of doubt, if more than one milestone is achieved in any calendar year, a milestone payment for each such milestone will be due in such calendar year.

7.4 Royalty Payments for Products by Kissei.

7.4.1 Products in Territory. Subject to the terms of **Sections 7.4.2 (Products not Covered by a Valid Claim)** through **7.4.6 (Other Indications)**, Kissei shall pay CG, on a quarterly basis, [***] of Net Sales in the Territory of the applicable Product by Kissei (or its Affiliate or sublicensee hereunder) during the Product Royalty Term:

7.4.2 Products not Covered by a Valid Claim. Subject to the terms of **Section 7.4.3 (Royalty Payment Offsets)** through **7.4.6 (Other Indications)**, the royalty amounts payable in accordance with **Section 7.4.1 (Products in Territory)** shall be reduced on a Product-by-Product and country-by-country basis by [***] of the amounts otherwise payable pursuant to **Section 7.4.1 (Products in Territory)**, as applicable, during any portion of the Product Royalty Term, in which there is not at least one Valid Claim that Covers the sale of such Product in such country.

7.4.3 Royalty Payment Offsets.

(a) Third Party Payments.

(i) **CG**. CG shall have the obligation to make payments owed under written agreements entered into by CG with Third Parties, as of the Effective Date or during the Term.

(ii) **Supply Payments**. On a quarter-by-quarter basis, Kissei shall have the right to offset one-hundred percent (100%) of royalty payments due and payable by Kissei (or its Affiliates or sublicensees) to CG with respect to the supply of Product under the Commercial Supply Agreement in a calendar quarter. In the event the amounts paid by Kissei for supply of Product in the Commercial Supply Agreement exceed the royalty amounts owed by Kissei in this Agreement, such excess amount ("**Carry-Forward Amount**") shall carry forward and be deducted from the royalty payments due under the next quarter, and for each subsequent quarter, until Kissei has offset one-hundred percent (100%) of payments paid for the supply of Product under the Commercial Supply Agreement. For clarity, in no event shall CG be obligated to pay or refund the Carry-Forward Amount.

(iii) **Kissei**. If, after the Effective Date, the JDC determines that a license to a Patent owned or Controlled by a Third Party in the Territory is reasonably necessary for the making, using, selling, offering for sale or importing of a Product in or for the Territory and Kissei (or its sublicensee) obtains a right or license under such Patent of a Third Party, then Kissei may offset the royalty payments due and payable by Kissei to CG with respect to the Product in a calendar quarter by [***] of the amount of royalty payments paid by Kissei (or its sublicensee) to such Third Party for such right or license; provided, that (a) no such reduction may be taken with respect to any amounts paid for any Additional Active in a Combination and (b) in no event shall such reductions reduce a royalty payment owed to CG for such Product by more than [***] of what would otherwise be owed by Kissei to CG hereunder. For clarity, any such amount that would otherwise be offset if not for such [***] floor shall be applied to the subsequent royalty payment periods until such amount is fully offset, subject to the applicable floor in each such subsequent royalty payment period.

(b) Biosimilar/Compulsory Competing Product. If following the first commercial sale of a Biosimilar or a Compulsory Competing Product in a country, and, in each case, Net Sales of the Product incorporating the same reference product with the same active moiety as such Biosimilar or Compulsory Competing Product in such country in a given [***] period fall by [***] from the Net Sales of such Product in the [***] immediately preceding the [***] in which such launch of the Biosimilar or Compulsory Competing Product occurred, the royalties due and payable by Kissei under **Section 7.4.1 (Products in Territory)** for such Product shall be reduced by [***] in such country.

(c) Royalty Floor. Except as expressly set forth in this **Section 7.4.3(c) (Royalty Floor)**, in no event shall the royalties payable to CG in accordance with the provisions of **Section 7.4.1 (Products in Territory)** for any Product in any country in any calendar quarter be reduced, pursuant to **Section 7.4.2 (Products not Covered by a Valid Claim)** or this **Section 7.4.3 (Royalty Payment Offsets)**, to less than [***] of the amount that would otherwise be payable to CG in accordance with the provisions of **Section 7.4.1 (Products in Territory)**, for such Product in such country in such calendar quarter. For clarity, any such amount that would otherwise be offset if not for such quarterly [***] floor shall be applied to the subsequent royalty payment periods until such amount is fully offset, subject to the applicable floor in each such subsequent royalty payment period; provided, however, that no offsetting shall be allowed at any time subsequent to the expiration of the Product Royalty Term.

Notwithstanding the foregoing, if in any calendar quarter that Kissei owes a royalty payment to CG, Kissei has actually taken sufficient deductions permitted by the first paragraph of this **Section 7.4.3(d) (Royalty Floor)** to reach the [***] floor, and the Supply and Sales Fraction exceeds [***], Kissei shall have the right to reduce the Effective Royalty Rate by a ratio of [***]. If the Supply and Sales Fraction equals or exceeds 35% in such quarter, then the Effective Royalty Rate shall equal [***], but CG will have no obligation to pay, refund or reimburse Kissei as a result of any such reduction. If the Supply and Sales Fraction equals or exceeds [***] in such quarter, the Parties shall meet and discuss a reasonable reduction to the calculation of payments owed to CG for supply of Products for commercial use in **Section 7.4.3(a)(ii) (Supply Payment)**. For any such quarter that the Supply and Sales Fraction exceeds [***], the Effective Royalty Rate for such quarter shall replace the [***] royalty rate set forth in **Section 7.4.1 (Products in Territory)** for purposes of calculating the royalty payment owed to CG.

For purposes of this Section, the following terms shall mean:

"**Average Net Sales per Product**" means the total Net Sales for a Product in a calendar quarter divided by the total units of Products accounted for in Net Sales in the same quarter.

"**Effective Royalty Rate**" means a percentage calculated by the formula [***].

"**Supply and Sales Fraction**" means the Supply Payment in a given a calendar quarter divided by the Average Net Sales per Product in the same quarter, expressed as a percentage.

"**Supply Payment**" means the total amount paid by Kissei pursuant to **Section 7.4.3 (a)(ii)(Supply Payment)** in a calendar quarter divided by the total units of Products purchased by Kissei in the same quarter.

Schedule 7.4.3(d) provides (i) a table showing the relationship between the Supply and Sales Fraction and the Effective Royalty Rate, and (ii) an example to demonstrate the calculations of this **Section 7.4.3(d) (Royalty Floor)**.

7.4.4 Single Royalty. No more than one royalty payment shall be due under this **Section 7.4 (Royalty Payments for Products by Kissei)** with respect to a sale of a particular Product. For the avoidance of doubt, multiple royalties shall not be payable because the sale of a particular Product is Covered by more than one (1) Valid Claim in the country in which such Product is sold.

7.4.5 Royalty Term. For any Product, the royalty obligations set forth in **Section 7.4.1 (Products in Territory)** will commence on a country-by-country basis upon the First Commercial Sale of such Product in such country by or under the authority of Kissei, its Affiliates or any of their sublicensees, and expire on a country-by-country basis upon the later of (i) the expiration of the last to expire Valid Claim Covering such Product in such country, and (ii) the twelve (12th) anniversary of the date of First Commercial Sale of such Product in such country (the "**Product Royalty Term**").

7.4.6 Other Indications. For clarity, the applicable royalties in this **Section 7.4 (Royalty Payments for Products by Kissei)** will apply to each Product for the Field whether for the Initial Indication or any Other Indication.

7.4.7 Certain Net Sales. Notwithstanding anything to the contrary in this Agreement, on a Product-by-Product basis and country-by-country basis, all Net Sales of a Product in a country prior to obtaining required governmental pricing and reimbursement approval in such country shall be accrued and Kissei shall make royalty payment on such Net Sales of such Product within [***] after the end of the first calendar quarter following obtaining such required governmental pricing and reimbursement approval in such country.

7.4.8 Rights Following Expiration of Royalty Term. Upon expiry of its payment obligation hereunder with respect to a Product in a country, the license in **Section 4.1 (License Grants to Kissei)** shall be non-exclusive and fully paid-up in respect of such Product in that country.

7.5 Royalty Payments for Products by CG.

7.5.1 Products in CG Territory. Subject to the terms of **Sections 7.5.2 (Products not Covered by a Valid Claim)** through **7.5.6 (Other Indications)**, CG shall pay Kissei, on a quarterly basis, [***] of Net Sales of the applicable Product in the CG Territory, excluding the Lepu Territory, by CG (or its Affiliate or sublicensee hereunder). For avoidance of doubt, no payment shall be due under this **Section 7.5.1 (Products in CG Territory)** for sales of the Product made in the CG Territory and intended for distribution outside of the CG Territory.

7.5.2 Products not Covered by a Valid Claim. Subject to the terms of **Section 7.5.3 (Royalty Payment Offsets)** through **7.5.6 (Other Indications)**, the royalty amounts payable in accordance with **Section 7.5.1 (Products in CG Territory)** shall be reduced on a Product-by-Product and country-by-country basis by [***] of the amounts otherwise payable pursuant to **Section 7.5.1 (Products in CG Territory)**, as applicable, during any portion of the Product Royalty Term, in which there is not at least one Valid Claim that Covers the sale of such Product in such country.

7.5.3 Royalty Payment Offsets.

(a) Third Party Payments.

(i) **Kissei**. Kissei shall have the obligation to make payments owed under written agreements entered into by Kissei with Third Parties, as of the Effective Date or during the Term.

(ii) **CG**. If, after the Effective Date, CG (or its sublicensee) obtains a right or license under any Patent of a Third Party (which right or license includes one or more Patents), where CG (or its sublicensee) determines that such Patent is reasonably necessary for the making, using, selling, offering for sale or importing of a Product, then CG may offset the payments due and payable by CG to Kissei with respect to the Product in a calendar quarter by [***] of the amount of payments paid by CG (or its sublicensee) to such Third Party for such right or license; provided, that (a) no such reduction may be taken with respect to any amounts paid for any Additional Active in a Combination and (b) in no event shall such reductions reduce a payment owed to Kissei for such Product by more than [***] of what would otherwise be owed by CG to Kissei hereunder. For clarity, any such amount that would otherwise be offset if not for such quarterly [***] floor shall be applied to the subsequent royalty payment periods until such amount is fully offset, subject to the applicable floor in each such subsequent royalty payment period.

(b) Biosimilar/Compulsory Competing Product. If following the first commercial sale of a Biosimilar or a Compulsory Competing Product in a country, and, in eachcase, Net Sales of the Product incorporating the same reference product with the same active moiety as such Biosimilar or Compulsory Competing Product in such country in a given [***] period fall by [***] from the Net Sales of such Product in the [***] immediately preceding the [***] in which such launch of the Biosimilar or Compulsory Competing Product occurred, the royalties due and payable by Kissei under **Section 7.5.1 (Products in CG Territory)** for such Product shall be reduced by [***] in such country.

(c) Royalty Floor. Notwithstanding anything to the contrary in this Agreement, in no event shall the royalties payable to Kissei in accordance with the provisions of **Section 7.5.1 (Products in CG Territory)** for any Product in any country in any calendar quarter be reduced, pursuant to **Section 7.5.2 (Products not Covered by a Valid Claim)** or this **Section 7.5.3 (Royalty Payment Offsets)**, to less than [***] of the amount that would otherwise be payable to Kissei in accordance with the provisions of **Section 7.5.1 (Products in CG Territory)**, for such Product in such country in such calendar quarter. For clarity, any such amount that would otherwise be offset if not for such quarterly [***] floor shall be applied to the subsequent royalty payment periods until such amount is fully offset, subject to the applicable floor in each such subsequent royalty payment period; provided, however, that no offsetting shall be allowed at any time subsequent to the expiration of the CG Product Royalty Term (as defined in **Section 7.5.5 (CG Royalty Term)** below).

7.5.4 Single Royalty. No more than one royalty payment shall be due under this **Section 7.5 (Royalty Payments for Products by CG)** with respect to a sale of a particular Product. For the avoidance of doubt, multiple royalties shall not be payable because the sale of a particular Product is Covered by more than one (1) Valid Claim in the country in which such Product is sold.

7.5.5 CG Royalty Term. For any Product, the royalty obligations set forth in **Section 7.5.1 (Products in CG Territory)** will commence on a country-by-country basis upon the First Commercial Sale of such Product in such country in the CG Territory by or under the authority of CG, its Affiliates or any of their sublicensees, and expire on a country-by-country basis upon the later of (i) the expiration of the last to expire Valid Claim Covering such Product in such country, and (ii) the twelve (12th) anniversary of the date of First Commercial Sale of such Product in such country (the "**CG Product Royalty Term**").

7.5.6 Other Indications. For clarity, the applicable royalties in this **Section 7.5 (Royalty Payments for Products by CG)** will apply to each Product for the Field whether for the Initial Indication or any Other Indication.

7.5.7 Royalty Buy-Out.

(a) Change of Control. In the event of a Change of Control of CG during the Term, CG shall have the right to pay Kissei a single lump-sum in order to terminate CG's obligation to pay Kissei royalties pursuant to **Section 7.5.1 (Products in CG Territory)** and convert all licenses in **Section 4.2 (License Grants to CG)** into fully-paid licenses (the "**Buy-Out Option**").

(b) Exercise. CG, itself or through a member of the Transacting Party Group, shall notify Kissei in writing if CG wishes to exercise its Buy-Out Option ("Election Notice"). If CG provides an Election Notice to Kissei, the amount payable by CG to Kissei in consideration for the Buy-Out Option, which shall be the fair market value, shall be determined by a Valuation Firm in accordance with **Section 7.5.7(c) (Valuation Firm) (the "Buy-Out Option Price")**. Following payment of the Buy-Out Option Price, which shall be within [***] from the date when the amount of the Buy-Out Option Price is so determined, CG's obligations under **Section 7.5 (Royalty Payments for Products by CG)** shall be terminated. CG may exercise the Buy-Out Option right only once during the Term, but CG's non-exercise of the Buy-Out Option for any particular Change of Control does not waive the Buy-Out Option for any subsequent Change of Control. CG must exercise the Buy-Out Option within [***] after the Change of Control occurs or the Buy-Out Option will be deemed waived solely with respect to that Change of Control.

(c) Valuation Firm. The Buy-Out Option Price shall be finally determined by a reputable, independent third-party valuation firm ("**Valuation Firm**"), at CG's expense. The Parties shall mutually agree upon a list of no more than [***] valuation firms, and CG shall have the sole right to choose the Valuation Firm from such list; provided that if the Parties, using good faith efforts, cannot agree on a list within [***] of the Election Notice, CG shall choose the Valuation Firm. Prior to disclosing any Confidential Information to the Valuation Firm, CG, alone or in a three-way agreement with Kissei, at Kissei's reasonable option, shall enter into a confidentiality agreement consistent with **Article 10 (Confidentiality)** to facilitate

disclosure of information to the Valuation Firm. The Valuation Firm shall develop and deliver a report of evidencing its calculations of the Buy-Out Option Price, in accordance with **Section 7.5.7(b)**.

(d) No Obligation. CG and the Transacting Party Group shall have no obligation to exercise the Buy-Out Option, and any solicitation of information or pricing from a Valuation Firm shall not constitute the Election Notice. CG and the Transacting Party Group shall only have the obligation to pay the Buy-Out Option Price to Kissei once CG or the Transacting Party Group provides the Election Notice to Kissei.

ARTICLE 8

PAYMENT TERMS; REPORTS; AUDITS

8.1 Timing of Royalty Payment. All royalty payments shall be made by each Party within [***] of the end of each calendar quarter in which the sale was made.

8.2 Royalty Report. For each calendar quarter for which a Party has an obligation to make royalty payments, such payments shall be accompanied by a report that specifies for such calendar quarter the following information on a country-by-country basis, in sufficient detail to allow such the other Party to verify the amount of royalties paid with respect to such calendar quarter ("**Net Sales Report**"):

(i) [***];

(ii) [***]; and

(iii) [***].

8.3 Mode of Payment. **If a Party is reporting Net Sales for more than one Product, the foregoing information shall be reported on a Product-by-Product basis**. All payments hereunder shall be made in immediately available funds to such account as CG or Kissei, as applicable, shall designate from time to time.

8.4 Currency of Payments. All payments under this Agreement shall be made in US dollars. The portion of Net Sales outside of the US shall be first determined in the currency in which they are earned and shall then be converted into an amount in US dollars as follows: (i) with respect to sales by or on behalf of a Party or its Affiliates, using the selling-Party's customary and usual conversion procedures, to the extent consistent with the then-current Accounting Standard and consistently applied, and (ii) with respect to sales of a Product by or on behalf of a given sublicensee, using the conversion procedures applicable to payments by such sublicensee to Kissei or CG, as applicable, for such sales, provided, that such procedures are reasonable and consistent with industry standards.

8.5 Blocked Currency. If, at any time, legal restrictions prevent a Party from remitting part or all of royalty payments when due with respect to any country where Products are sold, such Party shall continue to provide Net Sales Reports for such royalty payments, and such royalty payments shall continue to accrue in such country, but such Party shall not be obligated to make such royalty payments until such time as payment may be made through reasonable, lawful means or methods that may be available, as the Parties mutually agree.

8.6 Late Payment. Any payments or portions thereof due hereunder which are not paid when due shall bear interest equal to the lesser of (a) the rate equal to the Effective Federal Funds Rate (EFFR) effective for the date that payment was due, as published by The Wall Street Journal on its website at www.wsj.com on the date such payment was due, plus an additional [***], or (b) the maximum rate permitted by Applicable Law, calculated on the number of days such payment is delinquent. This **Section 8.6 (Late Payment)** shall in no way limit any other remedies available to either Party.

8.7 Taxes. Each Party shall comply with Applicable Laws and regulations regarding filing and reporting for tax purposes. Neither Party shall treat their relationship under this Agreement as a pass through entity for tax purposes. All payments made under this Agreement shall be made free and clear of any and all taxes, duties, levies, fees or other charges, except for withholding taxes and VAT. Each Party, as the Party making royalty payments, shall be entitled to deduct from those royalty payments made under this Agreement the amount of any withholding taxes required to be withheld, to the extent paid to the appropriate governmental authority on behalf of the other Party (and not refunded or reimbursed). Official receipts of payment of any withholding tax shall be secured and sent to the recipient of royalty payments as evidence of such tax payment. The Parties will exercise Commercially Reasonable Efforts to ensure that any withholding taxes imposed are reduced as far as possible under the provisions of any applicable tax treaty. Each Party shall provide reasonable assistance to the other Party in seeking any benefits available to it with respect to government tax withholdings by any relevant law, regulation or double tax treaty. Both Parties agree that under the applicable tax treaty as of the Effective Date, no withholding taxes are due between the US and Japan on any amounts due hereunder, provided that the appropriate procedures are taken by the Parties. All payments made under this Agreement shall be exclusive of VAT (if applicable) and such VAT shall be paid promptly by the Party making the payment on receipt of a valid VAT invoice. Notwithstanding the foregoing, if as a result of either Party assigning this Agreement or changing its domicile, additional taxes become due that would not have otherwise been due hereunder with respect to payments hereunder, such Party shall be responsible for all such additional taxes and shall pay the other Party such amounts as are necessary to ensure that the other Party receives the same amount as it would have received had no such assignment or change in domicile been made.

8.8 Records; Inspection.

8.8.1 Records. Each Party agrees to keep, and to cause its Affiliates and sublicensees to keep, for [***] from the year of creation, complete and accurate records of all sales of Products for each reporting period in which royalty payments are due, showing sales of Products by such Person and applicable deductions in sufficient detail to enable the report provided under **Section 8.2 (Royalty Report)** to be verified.

8.8.2 Audits. Each Party shall have the right to request that the other Party's report be verified by an independent, certified and internationally recognized public accounting firm selected by the auditing-Party and acceptable to the other Party (the "**CPA Firm**"). Such right to request a verified report shall (i) be limited to the [***] during which the Party or its Affiliate

or sublicensee is required to maintain records with respect to the same, (ii) not be exercised more than [***], (iii) be exercised only up [***], and (iv) be exercised only for a full calendar year(s), not portions thereof. Subject to **Section 8.8.3 (Confidentiality)**, a Party shall, upon timely request and at least [***] advance notice from the auditing-Party and at a mutually agreeable time during its regular business hours, make its and its Affiliates' and sublicensees' records available for inspection by such CPA Firm at such place or places where such records are customarily kept, solely to verify the accuracy of the reports provided under **Section 8.2 (Royalty Report)** and related payments due under this Agreement. The CPA Firm shall only state factual findings in the audit reports. The CPA Firm shall share all draft audit reports with the audited-Party before the draft audit report is shared with the auditing-Party and before the final document is issued. The final audit report shall be shared with the audited-Party at the same time that it is shared with auditing-Party. Absent clear error, the findings of any such inspection, including the final audit report, shall be binding on both Parties.

8.8.3 Confidentiality. Prior to any audit under **Section 8.8.2 (Audits)**, the CPA Firm shall enter into a written confidentiality agreement with the audited-Party that (i) limits the CPA Firm's use of the audited-Party's records to the verification purpose described in **Section 8.8.2 (Audits)**; (ii) limits the information that the CPA Firm may disclose to the auditing-Party to the numerical summary of payments due and paid, whether the payments subject to such audit are correct or incorrect and the specific details concerning any discrepancies; and (iii) prohibits the disclosure of any information contained in such records to any Third Party for any purpose. The Parties agree that all information subject to review under **Section 8.8.2 (Audits)** and/or provided by the CPA Firm to the auditing-Party is the audited-Party's Confidential Information.

8.8.4 Underpayment; Overpayment. After reviewing the CPA Firm's audit report, the audited-Party shall promptly pay any uncontested, understated amounts due to the auditing-Party, together with interest thereon, calculated as set forth in **Section 8.6 (Late Payment)**. Any overpayment made by the audited-Party shall be promptly refunded or fully creditable against amounts payable in subsequent payment periods, at the audited-Party's election. Any audit under **Section 8.8.2 (Audits)** shall be at the auditing-Party's expense; provided, however, the audited-Party shall reimburse reasonable audit fees and other out-of-pocket costs actually incurred by the auditing Party for a given audit if the results of such audit reveal that the audited-Party underpaid the auditing-Party, as applicable, with respect to the royalty payments, by [***] or more of the aggregate amount of such payments due for the audited calendar year(s) (for the avoidance of doubt, such audit calendar year shall consist of four (4) full fiscal quarters); provided, that such amount exceeds [***].

8.8.5 Duration. If a Party does not request an audit of a Net Sales Report within the period during which corresponding records must be maintained by the other Party under **Section 8.8.1 (Records)**, then the Party in receipt of royalty payments shall be conclusively deemed to have accepted such Net Sales Report and the corresponding royalty payments as final and accurate.

8.9 Acknowledgement. The Parties acknowledge that the economic terms and conditions set forth herein were negotiated and agreed to and represent a fair and equitable allocation of the value of the Product(s) for the Field in the Territory and the CG Territory. The

Parties further acknowledge that there is considerable value in the CG IP and CG's interest in Joint Collaboration IP (including any Know-How in any of the foregoing) that is consistent with the economic terms and conditions herein.

ARTICLE 9

INTELLECTUAL PROPERTY; OWNERSHIP

9.1 CG. As between the Parties, CG will own the entire right, title and interest in, to and under the CG IP (including, as set forth in **Section 9.4.1 (Ownership)**) and CG Collaboration IP, subject to the licenses granted to Kissei herein.

9.2 Kissei. As between the Parties, Kissei will own the entire right, title and interest in, to and under the Kissei IP (including, as set forth in **Section 9.4.1 (Ownership)**) and Kissei Collaboration IP, subject to the licenses granted to CG herein.

9.3 Inventorship; CREATE Act.

9.3.1 Inventorship of inventions and discoveries (including Know-How) first conceived or made in the conduct of activities under the Development Program or otherwise under this Agreement will be determined in accordance with United States patent laws for determining inventorship, irrespective of whether such invention or discovery is patentable or incorporated into a patent application.

9.3.2 Notwithstanding anything to the contrary in this Agreement, each Party will have the right to invoke the Cooperative Research and Technology Enhancement Act of 2004, 35 U.S.C. § 103(c)(2)-(c)(3) (as amended from time to time, the "**CREATE Act**") when exercising its rights under this Agreement. If a Party intends to invoke the CREATE Act, it will notify the other Party and the other Party will cooperate and coordinate its activities with such Party with respect to filings or other activities in support thereof. The Parties acknowledge and agree that this Agreement is a "joint research agreement" as defined in the CREATE Act.

9.4 Ownership; Collaboration IP; Rights of Joint Owners.

9.4.1 Ownership. Ownership of Collaboration IP will follow inventorship, where (a) CG will own the entire right, title and interest in, to and under the CG Collaboration IP, subject to the licenses granted to Kissei herein; (b) Kissei will own the entire right, title and interest in, to and under the Kissei Collaboration IP, subject to the licenses granted to CG herein; and (c) subject to **Section 9.5 (Rights of Joint Owners)**, the Parties will jointly own the entire right, title and interest in, to and under the Joint Collaboration IP.

9.4.2 Cooperation. Each Party agrees to cooperate with the other Party, including executing documents and making its employees, consultants and agents available, as necessary to accomplish the foregoing.

9.4.3 Each employee, agent or consultant working on behalf of a Party in the performance of activities under this Agreement is, or shall be prior to the performance of any such activities under this Agreement, contractually bound to (i) assign to such Party all of its, his or her

right, title and interest in and to any intellectual property, Patents and/or Know-How arising from activities performed by such employee, agent or consultant under this Agreement, and (ii) comply with written confidentiality and non-use obligations that are at least as protective of the other Party and the Confidential Information of the other Party as those set forth in **Article 10 (Confidentiality)**. Each Party shall use commercially reasonable efforts to obtain from any other Third Party working on behalf of a Party in the performance of activities under this Agreement (e.g., any subcontractor, sublicensee, collaborator or service provider) written obligations with respect to assignment of intellectual property rights, confidentiality and non-use substantially similar to those set forth in the preceding sentence.

9.5 Rights of Joint Owners. Subject to the rights and licenses granted pursuant to, and the obligations of each Party under, this Agreement, including the exclusivity obligations under **Section 4.3 (Exclusivity)**, each Party has the right to practice, license, sublicense, assign, transfer and otherwise exploit such Party's interest in the Joint Collaboration IP for any and all purposes on a worldwide basis without restriction, and without a duty of accounting to the other Party, but with the consent the other Party in case of license, sublicense, assignment, or transfer, provided that such consent shall not be unreasonable withheld or delayed. Each Party will grant and hereby does grant all permissions, consents and waivers with respect to, and all licenses under, such Party's interest in the Joint Collaboration IP, throughout the world, necessary to provide the other Party with the foregoing rights, and will execute documents and make its employees, consultants and agents available, as may be reasonably requested by the other Party and as necessary to accomplish the foregoing grant of rights set forth in this **Section 9.5 (Rights of Joint Owners)**. In the event of any conflict between the terms of this **Section 9.5 (Rights of Joint Owners)** and the terms of **Article 10 (Confidentiality)**, the terms of this **Section 9.5 (Rights of Joint Owners)** shall control.

9.6 Patent Filing, Prosecution, Maintenance and Strategy.

9.6.1 Joint Patent Working Group. The Prosecution and Maintenance of the Kissei Collaboration Patents, the CG Collaboration Patents and the Joint Collaboration Patents shall be coordinated by the JPWG as set forth in **Article 3 (Governance)**. In no event shall the authority of the JPWG exceed that of the JDC or include CG Patents.

9.6.2 CG Patents.

(a) To the extent permitted by CG agreements with Third Parties with respect to CG Patents, as between the Parties, CG shall at its sole discretion (subject to its information sharing obligations under the JPWG), and at its sole expense, have the right (but not the obligation) to Prosecute and Maintain CG Patents inside and outside of the Territory. CG, through the JPWG, will keep Kissei reasonably informed of the status of each CG Patent.

(b) CG will notify Kissei of any decision by CG or its designee not to Prosecute and Maintain, or to cease the Prosecution and Maintenance of, or not to continue to pay the expenses of Prosecution and Maintenance of, any CG Patent. CG will provide such notice at least thirty (30) days prior to any filing or payment due date, or any other due date that requires action, in connection with such CG Patent. In such event, CG shall discuss in good faith through the JPWG with Kissei, subject to CG agreements with Third Parties with respect to such CG

Patents, whether at upon CG express consent, which shall not be unreasonably withheld, and at Kissei's discretion and expense, Kissei can file or to continue to Prosecute and Maintain such CG Patent. Should Kissei continue the Prosecution and Maintenance of any such CG Patent, such Patent shall cease to be a CG Patent and shall thereafter be a Kissei Collaboration Patent.

9.6.3 CG Collaboration Patents.

(a) As between the Parties, CG shall at its sole discretion (subject to its obligations under the JPWG), and at its sole expense, have the right (but not the obligation) to Prosecute and Maintain CG Collaboration Patents inside and outside of the Territory. Kissei will fully cooperate with CG in connection with the Prosecution and Maintenance of the CG Collaboration Patents, including by providing access to relevant persons and executing all documentation reasonably requested by CG. CG, through the JPWG, will keep Kissei reasonably informed of the status of each CG Collaboration Patent, and will provide Kissei with copies of any substantive filings relating to the CG Collaboration Patents with any patent office at least [***] prior to the submission of such filing. CG will consult with Kissei, including through the JPWG, on its strategy for the Prosecution and Maintenance of the CG Collaboration Patents, and will consider in good faith any timely comments received from or on behalf of Kissei on such filings prior to submission.

(b) CG will notify Kissei of any decision by CG or its designee not to Prosecute and Maintain, or to cease the Prosecution and Maintenance of, or not to continue to pay the expenses of Prosecution and Maintenance of, any CG Collaboration Patent. CG will provide such notice at least [***] prior to any filing or payment due date, or any other due date that requires action, in connection with such CG Collaboration Patent. In such event, unless otherwise recommended by the JPWG due to double patenting (including "obviousness-type" double patenting) or other like concerns that could adversely impact the CG Collaboration Patents, CG shall permit Kissei, at its sole discretion and expense, to file or to continue to Prosecute and Maintain such CG Collaboration Patent. Should Kissei continue the Prosecution and Maintenance of any such CG Collaboration Patent, such Patent shall cease to be a CG Collaboration Patent and shall thereafter be a Kissei Collaboration Patent.

9.6.4 Kissei Collaboration Patents.

(a) As between the Parties, Kissei shall, at its sole discretion (subject to its obligations under the JPWG), and sole expense, have the right (but not the obligation) to Prosecute and Maintain Kissei Collaboration Patents. CG will fully cooperate with Kissei in connection with the Prosecution and Maintenance of the Kissei Collaboration Patents, including by providing access to relevant persons and executing all documentation reasonably requested by Kissei. Kissei, through the JPWG, will keep CG reasonably informed of the status of each Kissei Collaboration Patent, and will provide CG with copies of any substantive filings relating to the Kissei Collaboration Patents with any patent office at least [***] prior to the submission of such filing. Kissei, through the JPWG, will consult with CG, on its strategy for the Prosecution and Maintenance of the Kissei Collaboration Patents, and will consider and incorporate in good faith any timely comments received from CG regarding such filings prior to submission.

(b) Kissei will notify CG and the JPWG of any decision by Kissei or its designee not to file applications for, or to cease the Prosecution and Maintenance of, or not to continue to pay the expenses of Prosecution and Maintenance of, any Kissei Collaboration Patent. Kissei will provide such notice at least [***] prior to any filing or payment due date, or any other due date that requires action, in connection with such Kissei Collaboration Patent. In such event, unless otherwise recommended by the JPWG due to double patenting (including "obviousness-type" double patenting) or other like concerns that could adversely impact the Kissei Collaboration Patents, Kissei shall permit CG, at its sole discretion and expense, to file or to conduct or continue the Prosecution and Maintenance of such Kissei Collaboration Patent. Should CG continue the Prosecution and Maintenance of any such Kissei Collaboration Patent, such Patent shall cease to be a Kissei Collaboration Patent and shall thereafter be a CG Collaboration Patent and Kissei shall nevertheless retain the licenses under such Kissei Collaboration Patent granted to Kissei under this Agreement, including under **Article 4 (Licenses and Rights)** of this Agreement.

9.6.5 Cooperation. Each Party hereby agrees to: (i) use reasonable efforts to make its employees, agents and consultants reasonably available to the JPWG and to the other Party (or to the other Party's authorized attorneys, agents or representatives), to the extent reasonably necessary to enable such other Party to undertake any Prosecution and Maintenance described herein; and (ii) reasonably cooperate in any such Prosecution and Maintenance by the other Party at the requesting Party's reasonable request and cost.

9.7 Enforcement and Defense.

9.7.1 Notices. Each Party will promptly (and in any event within [***] after becoming aware thereof) notify the other Party and the JPWG of any infringement or misappropriation by a Third Party of any Collaboration IP or the CG IP in the Territory of which it becomes aware, including the filing of a Biosimilar Application, the filing of a "patent certification" filed in the United States under 21 U.S.C. §355(b)(2) or 21 U.S.C. §355(j)(2) or similar provisions in other jurisdictions in and outside the Territory and of any request for declaratory judgment, opposition, nullity action, interference, ex-partes and inter-partes reexaminations, ex-partes and inter-partes review, post-grant review, derivation proceeding, or similar action alleging the invalidity, unenforceability or non-infringement of any Collaboration Patent or CG Patent (collectively "**Third Party Infringement**").

9.7.2 Kissei Enforcement Rights. Kissei will have the sole right (but not the obligation) to bring and control any legal action (including deciding on any litigation strategy) in connection with a Third Party Infringement of a Kissei Collaboration Patent, Joint Collaboration Patent, CG Patent, and CG Collaboration Patent relating to Products or Companion Diagnostics in the Field in the Territory ("**Competitive Infringement**"), at its own expense as it reasonably determines appropriate (including selecting counsel of its choice and deciding on any litigation strategy), provided, that Kissei will consult with CG prior to initiating any such action and consider in good faith any input received from CG. CG shall have the right, at its own expense, to be represented in any such action by counsel of its own choice. At Kissei's request and cost, CG shall provide assistance in connection therewith, including by executing reasonably appropriate documents, providing reasonable access to CG's premises and employees, cooperating reasonably in discovery and joining as a party to the action if required.

9.7.3 CG Enforcement Rights.

(a) As between the Parties, CG or its designee will have the sole right (but not the obligation) to bring and control any legal action (including deciding on any litigation strategy) in connection with a Third Party Infringement of a Kissei Collaboration Patent, Joint Collaboration Patent, CG Patent, and CG Collaboration Patent in the Territory other than a Competitive Infringement and with a Third Party Infringement of a Kissei Collaboration Patent, Joint Collaboration Patent, CG Patent, and CG Collaboration Patent outside the Territory, at its own expense as it reasonably determines appropriate (including selecting counsel of its choice and deciding on any litigation strategy), and Kissei shall have the right, at its own expense, to be represented in any such action in the Territory by counsel of its own choice. At the request and cost of CG, Kissei shall provide assistance in connection therewith, including by executing reasonably appropriate documents, providing reasonable access to Kissei's premises and employees, cooperating reasonably in discovery and joining as a party to the action if required.

(b) Without limiting **Section 9.7.3(a) (CG Enforcement Rights)** and at the written request of Kissei, CG shall consider in good faith, subject to any agreements between CG and a Third Party relating to the Products or Companion Diagnostics, the possibility of Kissei bringing and controlling any legal action (including deciding on any litigation strategy) in connection with a Third Party Infringement of a CG Patent relating to Products or Companion Diagnostics. If CG so agrees, then Kissei may bring and control such legal action.

9.7.4 Biosimilar Application. Notwithstanding **Sections 9.7.2 (Kissei Enforcement Rights)** and **9.7.3 (CG Enforcement Rights)**, if either Party or its Affiliates receives a copy of a Biosimilar Application naming a Collaboration Compound, Product or Companion Diagnostic as a reference product or otherwise becomes aware that such a Biosimilar Application has been filed (such as in an instance described in Section 351(1)(9)(c) of the PHSA or an equivalent rule or law in the Territory), such Party will promptly (and in any event within ten (10) Business Days after receipt thereof) notify the other Party and the JPWG. If either Party receives any equivalent or similar certification or notice in the United States, Japan, or any other jurisdiction, such Party will promptly (and in any event within [***] after receipt thereof) notify the other Party and the JPWG, and provide the other Party with copies of such communication. Regardless of the Party, or Affiliate or sublicensee of such Party, as the case may be, that is the "reference product sponsor" for purposes of such Biosimilar Application, with respect to a Biosimilar Application in the Territory:

(a) Kissei will have the right, after consulting with CG, (A) to identify Patents for which the enforcement rights in **Section 9.7.2 (Kissei Enforcement Rights)** are applicable, or (b) respond to relevant communications under any equivalent or similar listing to those described in the preceding **Section 9.7.4 (Biosimilar Application)** in the Territory. If required pursuant to Applicable Law, upon Kissei's request, CG will assist in the preparation of such list and make such response after consulting with Kissei.

(b) CG shall: (a) within [***] after Kissei's written request, provide Kissei with all information in its possession and Control, including a list of Patents Controlled by CG for which the enforcement rights in **Section 9.7.2 (Kissei Enforcement Rights)** are applicable, that is necessary or reasonably useful to enable Kissei to make any lists or

communications with respect to such Patents that are described in the foregoing **Section 9.7.4 (Biosimilar Application)** or **Section 9.7.4(d) (Biosimilar Application)**, and (b) cooperate with Kissei's reasonable requests in connection therewith to the extent not prohibited by law. Kissei will consult with CG prior to identifying any Patents Controlled by CG as contemplated by this **Section 9.7.4 (Biosimilar Application).** Kissei will consider in good faith advice and suggestions with respect thereto received from CG, and will notify CG of any such lists or communications promptly after they are made.

(c) For the avoidance of doubt, the Parties recognize that procedures other than those set forth above in this **Section 9.7.4 (Biosimilar Application)** may be applicable to Biosimilar Applications that are not governed by the PHSA or equivalent rule or law in Japan. As a result, if the Parties, acting in good faith, mutually determine that certain provisions of law in the United States or in any other country or jurisdiction are applicable to actions taken by the Parties with respect to Biosimilar Applications under this **Section 9.7.4 (Biosimilar Application)** in such country or jurisdiction, the Parties will comply with any such law in such country or jurisdiction (and any relevant and reasonable procedures established by the applicable governing body in such jurisdiction) in exercising their respective rights and obligations with respect to Biosimilar Applications under this **Section 9.7.4 (Biosimilar Application)**.

9.7.5 Defense. As between the Parties, the Party controlling the Prosecution and Maintenance of any Patent under **Section 9.6 (Patent Filing, Prosecution, Maintenance and Strategy)** will have the first right (but not the obligation), at its sole discretion, to defend against a declaratory judgment action or other action challenging any such Patent, including, e.g., opposition or inter-partes review proceedings, other than with respect to (i) any counter-claims in any enforcement action brought by the other Party pursuant to **Section 9.7.2 (Kissei Enforcement Rights)**, **Section 9.7.3 (CG Enforcement Rights)** or **Section 9.7.4 (Biosimilar Application)** or (ii) any action by a Third Party in response to such an enforcement action brought by the other Party, which in both cases ((i) and (ii)) will be controlled by such other Party. If the Party controlling such Prosecution and Maintenance of such Patent under **Section 9.6 (Patent Filing, Prosecution, Maintenance and Strategy)** does not defend such Patent under this **Section 9.7.5 (Defense)** within [***] (or such shorter period of time as is required to comply with other Applicable Law in the Territory to not waive any statutory rights), or elects not to continue any such defense (in which case it will promptly provide notice thereof to the other Party), then the other Party will have the right (but not the obligation), at its sole discretion, to defend any such Patent in the Territory, after consultation and good faith consideration of any input received from the Party controlling such Prosecution and Maintenance of such Patents under **Section 9.6 (Patent Filing, Prosecution, Maintenance and Strategy)**; provided that, (a) CG shall have no right to defend any Kissei Patent and (b) except as set forth in the first sentence of this **Section 9.7.5 (Defense)**, Kissei shall have no right to defend any CG Patent.

9.7.6 Withdrawal, Cooperation and Participation; Recoveries. With respect to any pending action initiated pursuant to **Section 9.7 (Enforcement and Defense)**, and subject to the terms of this **Section 9.7.6 (Withdrawal, Cooperation and Participation; Recoveries)**:

(a) The non-controlling Party will cooperate with the Party controlling any such action (as may be reasonably requested by the controlling Party), including, at the controlling Party's sole cost and expense, (a) by providing reasonable access to relevant documents

and other evidence, (b) using reasonable efforts to make its and its Affiliates and licensees and sublicensees and their respective employees, subcontractors, consultants and agents available at reasonable business hours and for reasonable periods of time, but only to the extent relevant to such action, and (c) if reasonably necessary, by being joined as a party. The Party controlling any such action will keep the other Party reasonably updated with respect to any such action, including providing copies of all materials and documents received or filed in connection with any such action.

(b) Each Party will have the right to consult with the other Party regarding any such action controlled by such other Party, in each case at such first Party's sole cost and expense. If a Party elects to so be involved, the Party shall have the right to be represented by its own counsel at its own expense and the controlling Party will provide the other Party and its counsel with an opportunity to consult with the controlling Party and its counsel regarding the prosecution of such action (including reviewing the contents of any correspondence or other documents related thereto), and the controlling Party will take into account reasonable and timely requests of the other Party regarding such enforcement or defense. Except as expressly set forth herein, nothing in this **Section 9.7.6 (Withdrawal, Cooperation and Participation; Recoveries)** will limit the controlling Party's ability to conduct any such action.

(c) Any recovery obtained by a Party in connection with or as a result of any action with respect to any Competitive Infringement, whether by settlement or otherwise, shall be shared in order as follows:

(i) the controlling Party shall recoup all of its costs and expenses incurred in connection with such action;

(ii) the other Party shall then, to the extent possible, recover its costs and expenses incurred in connection with such action; and

(iii) any remaining recovery from such action shall be shared by the Parties, [***] in favor of the controlling Party.

9.8 Third Party Infringement Claims.

9.8.1 Notice. In the event that a Third Party shall make any claim, give notice, or bring any suit or other inter parties proceeding against Kissei or CG, or any of their respective Affiliates or licensees or customers, for infringement or misappropriation of any intellectual property rights with respect to the research, development, making, using, selling, offering for sale, import or export of any Collaboration Compounds or Products ("**Third Party Infringement Claim**"), in each case, the Party receiving notice of a Third Party Infringement Claim shall promptly notify the other Party within [***].

9.8.2 Defense in the Territory. The Parties shall consult as to potential strategies to defend against any Third Party Infringement Claim in the Territory, including by initiating any opposition proceeding against the relevant Third Party's Patent, consistent with the overall goals of this Agreement, including by being joined as a Party. If the Parties fail to agree on such strategies in the Territory, or if a Party is a named defendant outside of the Territory, and subject to the respective indemnity obligations of the Parties set forth in **Article 13 (Indemnification)**, each

Party shall have the right to defend itself against a suit that names it as a defendant (the "**Defending Party**") in its Territory. The Defending Party shall keep the other Party reasonably informed with respect to the defense of such claim and shall consider and take into account the other Party's reasonable interests and comments regarding the defense of such claim. The other Party shall reasonably assist the Defending Party and cooperate in any such litigation at the Defending Party's request and expense. In addition, the other Party shall have the right to be represented by its own counsel at its own expense and the Defending Party will provide the other Party and its counsel with an opportunity to consult with the Defending Party and its counsel regarding the defense of such claim.

9.8.3 Costs and Expenses. The Defending Party shall bear all costs and expenses, including but not limited to litigation expenses to defend against any Third Party Infringement Claim; provided, however, that if the non-Defending Party is obligated to Indemnify the Defending Party in respect of such claims in accordance with **Article 13 (Indemnification)**, then the non-Defending Party shall reimburse the Defending Party's actual, documented cost and expenses. Any damages or settlement amounts paid by Kissei under this **Section 9.8 (Third Party Infringement Claims)** with respect to a Product, including any amounts paid to a Third Party to the extent attributable to a right or license under any intellectual property of such Third Party in settlement of such Third Party Infringement Claim, may be treated by Kissei as royalties paid to a Third Party under **Section 7.4.3(a)(iii) (Kissei)** and subject to the credit therein.

9.8.4 Settlement. With respect to any Competitive Infringement, Third Party Infringement Claim or defensive action identified in **Section 9.7 (Enforcement and Defense)** or this **Section 9.8 (Third Party Infringement Claims)**, the Party controlling such action or the Defending Party, as applicable, will have the right to settle or otherwise dispose of such action on such terms as such Party will determine in its sole discretion, including by granting a license or sublicense to a Third Party under the rights granted to such Party in **Article 4 (Licenses and Rights)**; provided, that any such settlement that results in a sublicense will be subject to the terms and conditions of this Agreement pertaining to sublicenses and, if any such settlement would adversely affect the other Party's rights under this Agreement or impose a financial obligation upon the other Party or affect the validity or enforceability, of the other Party's Patents, then any settlement, consent judgment or other voluntary final disposition of such action shall not be entered into without the consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

9.9 Patent Extensions.

9.9.1 If requested by Kissei, CG shall cooperate in obtaining patent term restoration (including equivalents to the Drug Price Competition and Patent Term Restoration Act under Applicable Law in the Territory), supplemental protection certificates or their equivalents, and patent term extensions with respect to the Kissei Collaboration Patents and Joint Collaboration Patents in any country or region in the Territory, where applicable. CG shall provide all reasonable assistance requested by Kissei, including permitting Kissei to proceed with applications for such in the name of CG, if deemed appropriate by Kissei, and executing documents and providing any relevant information (including, for example, all correspondence with any Regulatory Authority regarding the approved Product, Collaboration Compound or Companion Diagnostic) to Kissei.

9.9.2 Kissei shall in its sole discretion determine which, if any, Kissei Collaboration Patents or Joint Collaboration Patents it will apply to extend; provided that Kissei will consider in good faith any timely comments received from or on behalf of CG with respect to such extensions prior to making any application therefor.

9.9.3 CG shall make decisions regarding whether to apply for patent term extensions, including supplementary protection certificates and any other similar extensions that are now or become available in the future, wherever applicable, for the CG Patents and CG Collaboration Patents in any country worldwide. However, at the written request of Kissei, CG shall consider in good faith the possibility of Kissei determining which, if any, CG Patent or CG Collaboration Patents it will apply to extend in the Territory. If CG so agrees, then Kissei may make such determination.

9.10 Patent Listings. With respect to any filings made to Regulatory Authorities with respect to Collaboration Compounds, Products or Companion Diagnostics, including, as required or allowed under Applicable Laws in the Territory equivalent to the FDA's Orange or Purple Book, if applicable, the Parties will jointly have the right to make any such decision whether to list Patents within the CG IP or the Collaboration IP. The Parties will reasonably cooperate in the implementation of any decision made under this **Section 9.10 (Patent Listings)**. Any dispute under this **Section 9.10 (Patent Listings)** will be resolved pursuant to the dispute resolution provisions of **Article 15 (Dispute Resolution)**.

9.11 Common Interest. All information exchanged between the Parties regarding the Prosecution and Maintenance, and enforcement and defense, of Patents under this **Article 9 (Intellectual Property; Ownership)** will be deemed Confidential Information of the disclosing Party. In addition, the Parties acknowledge and agree that, with regard to such Prosecution and Maintenance, and enforcement and defense, the interests of the Parties as collaborators and licensor and licensee are to obtain the strongest patent protection possible, and as such, are aligned and are legal in nature. The Parties agree and acknowledge that they have not waived, and nothing in this Agreement constitutes a waiver of, any legal privilege concerning the Patents under this **Article 9 (Intellectual Property; Ownership)**, including privilege under the common interest doctrine and similar or related doctrines. Notwithstanding anything to the contrary contained herein, to the extent a Party has a good faith belief that any information required to be disclosed by such Party to the other Party under this **Article 9 (Intellectual Property; Ownership)** is protected by attorney-client privilege or any other applicable legal privilege or immunity, such Party shall not be required to disclose such information and the Parties shall in good faith cooperate to agree upon a procedure (including entering into a specific common interest agreement, disclosing such information on a "for counsel eyes only" basis or similar procedure) under which such information may be disclosed without waiving or breaching such privilege or immunity.

9.12 Trademarks. Kissei shall have the right to brand the Products and Companion Diagnostics in the Territory using Kissei related trademarks and any other trademarks and trade names it determines appropriate for the Products or Companion Diagnostics, which may vary by country or within a country (other than the CG Trademark, the "**Specified Marks**"). Kissei shall own all rights in, to and under the Specified Marks, including all goodwill associated therewith, and may register and maintain the Specified Marks in the countries and regions it determines reasonably necessary, and no rights are granted to CG or its Affiliates, under this Agreement or

otherwise, to use the Specified Marks. CG shall have the right to brand the Products and Companion Diagnostics outside of the Territory using CG related trademarks, including the CG Trademark, and any other trademarks and trade names it determines appropriate for the Products or Companion Diagnostics, which may vary by country or within a country. Notwithstanding anything to the contrary in this Agreement, but subject to the licenses granted to Kissei under **Sections 4.1.1 (Products)** and **4.1.2 (Companion Diagnostics)**, the Parties agree and acknowledge that, as between the Parties, CG owns and will own the entire right, title, and interest in, to and under the CG Trademarks as well as CG's corporate name and any trademarks used by CG, including all registrations and applications for registrations of the foregoing and all goodwill associated therewith; provided, that, Kissei will own goodwill associated with the Specified Marks and with Kissei's business, generally or as it relates to the Collaboration Compounds, Products or Companion Diagnostics in the Territory.

9.13 Third Party Technologies.

9.13.1 Generally. With respect to the Prosecution and Maintenance, and enforcement, of CG Patents licensed by CG from a Third Party, to the extent CG has the right to do so, CG shall cooperate with Kissei to Prosecute and Maintain, and to enforce, such CG Patents in the Territory in the same manner as set forth in this **Article 9 (Intellectual Property; Ownership)**. As between CG and Kissei, any recoveries from enforcement of such CG Patents licensed from a Third Party (including any amounts that CG receives from the Third Party licensor as a result of such enforcement) shall be shared in accordance with **Section 9.7.6 (Withdrawal, Cooperation and Participation; Recoveries)**, after deducting from such recoveries any amounts owed to the Third Party licensor for such enforcement; provided, that any actions with respect to Competitive Infringement initiated by the Third Party licensor shall be deemed initiated by CG for purposes of **Section 9.7.6 (Withdrawal, Cooperation and Participation; Recoveries)**, and the costs and expenses incurred by CG in such action shall include the costs and expenses reimbursed or required to be reimbursed by CG to the Third Party licensor in such action.

ARTICLE 10

CONFIDENTIALITY

10.1 Non-use and Non-disclosure of Confidential Information. During the Term, and for a period of [***] thereafter, each Party shall (i) except to the extent expressly permitted by this Agreement or otherwise agreed to in writing, keep confidential and not disclose to any Third Party any Confidential Information of the other Party; (ii) except to the extent expressly permitted by this Agreement or reasonably necessary for the performance of its obligations or the exercise of its rights under this Agreement or otherwise agreed to in writing, not use for any purpose any Confidential Information of the other Party; and (iii) take all reasonable precautions to protect the Confidential Information of the other Party, including all precautions a Party employs with respect to its own confidential information.

10.2 Exclusions Regarding Confidential Information. Notwithstanding anything set forth in this **Article 10 (Confidentiality)** to the contrary, the obligations of **Section 10.1 (Non-use and Non-disclosure of Confidential Information)** above shall not apply to the extent that the Party seeking the benefit of the exclusion can demonstrate that the Confidential Information of the other Party:

(a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of receipt by the receiving Party;

(b) was generally available to the public or otherwise part of the public domain at the time of its receipt by the receiving Party;

(c) became generally available to the public or otherwise part of the public domain after its receipt by the receiving Party other than through any act or omission of the receiving Party in breach of this Agreement;

(d) was received by the receiving Party without an obligation of confidentiality from a Third Party having the right to disclose such information without restriction;

(e) was independently developed by or for the receiving Party without use of or reference to the Confidential Information of the other Party; or

(f) was released from the restrictions set forth in this Agreement by express prior written consent of the Party.

10.3 Authorized Uses and Disclosures of Confidential Information. Notwithstanding the provisions of **Sections 10.1 (Non-use and Non-disclosure of Confidential Information)** and **10.2 (Exclusions Regarding Confidential Information)** and subject to this **Section 10.3 (Authorized Uses and Disclosures of Confidential Information)**, each Party may use or disclose the Confidential Information of the other Party as follows:

(a) to the extent required by any Applicable Law, rule or governmental regulation, including as may be required in connection with any filings made with, or by the disclosure requirements of a major stock exchange; provided, that the Party seeking to disclose the Confidential Information of the other Party (i) inform the other Party prior to making any such disclosures and cooperate with the other Party, upon request, in seeking a protective order or other appropriate remedy (including redaction) and (ii) whenever possible, request confidential treatment of such information; provided that any Confidential Information that is disclosed as permitted by this **Section 10.3(a) (Authorized Uses and Disclosures of Confidential Information)** shall remain otherwise subject to the confidentiality and non-use provisions of this **Article 10 (Confidentiality)**;

(b) to the extent such use or disclosure is reasonably required in the Prosecution and Maintenance of a Patent in accordance with this Agreement;

(c) as reasonably necessary to obtain or maintain any regulatory approval, including to conduct preclinical studies and clinical trials and for pricing approvals, for any Products, provided, that, the disclosing Party shall take all reasonable steps to limit disclosure of the Confidential Information outside such regulatory agency and to otherwise maintain the confidentiality of the Confidential Information;

(d) to the extent reasonably necessary to file or pursue any legal action that it deems necessary to protect its interest under, or to enforce compliance with the terms and conditions of, this Agreement; or

(e) to the extent reasonably necessary, to permitted sublicensees, licensees, collaborators, vendors, consultants, agents, attorneys, contractors and clinicians under written agreements of confidentiality at least as restrictive on those set forth in this Agreement, who have a need to know such information for such Party to perform its obligations or exercise its rights under this Agreement. Further, the receiving Party may disclose Confidential Information of the disclosing Party to existing or potential acquirers, merger partners, collaborators, licensees, sublicensees and sources of financing or to professional advisors (e.g., attorneys, accountants and prospective investment bankers) involved in such activities, for the limited purpose of evaluating such transaction, collaboration, or license or sublicense and under appropriate conditions of confidentiality, only to the extent necessary and with the agreement by those permitted individuals to maintain such Confidential Information in strict confidence.

10.4 Terms of this Agreement. The Parties agree that this Agreement and the terms hereof will be considered Confidential Information of both Parties.

10.5 Prior Agreements. As of the Effective Date, as between the Parties, (a) all "**Confidential Information**" or "**Information**" (as defined in the Mutual Confidentiality Agreement effective as of November 15th, 2018 and as amended as of November 6th, 2019 by and between CG and Kissei (the "**CDA**")) and all other information exchanged between the Parties thereunder relating to the subject matter of this Agreement shall be deemed Confidential Information hereunder and shall be subject to the provisions of this **Article 10 (Confidentiality)**, and (b) without limiting the provisions of **Section 16.5 (Integration)**, the confidentiality provisions of the CDA shall be superseded by the provisions of this **Article 10 (Confidentiality)**.

10.6 No License. As between the Parties, Confidential Information disclosed hereunder shall remain the property of the disclosing Party. Disclosure of Confidential Information to the other Party shall not constitute any grant, option or license to the other Party, beyond those licenses expressly granted under **Article 4 (Licenses and Rights)**, under any patent, trade secret or other rights held by the disclosing Party.

ARTICLE 11

PUBLICITY; PUBLICATIONS; USE OF NAME

11.1 Initial Press Release. The Parties shall have the right to make a public announcement of the execution of this Agreement in the form of the press release, to be mutually agreed upon by the Parties, on or shortly following the Effective Date, and thereafter each Party shall be entitled to make or publish any public statement consistent with the contents thereof upon [***] prior notice to the other Party, but only to the extent such subsequent publication or public statement only discloses information that has previously been approved for disclosure by the other Party. For the avoidance of doubt, each Party may make subsequent public disclosure of the all or a portion of the contents of the initial press release without the further approval of the other Party.

11.2 Releases. Except as provided in **Section 11.1 (Initial Press Release)**, the text of any other press releases or other public statements or announcement concerning this Agreement, the subject matter hereof, or the research, development or commercial results of products hereunder (a "**Release**") shall be addressed pursuant to this **Section 11.2 (Releases)**.

11.2.1 Releases Reporting the Activities of the Development Program. Subject to **Section 11.2.4 (Releases Requires by Law or Regulation)**, neither Party may issue a Release reporting on the activities under the Development Program without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed.

11.2.2 Releases Reporting on the Development or Commercialization of Collaboration Compounds, Products and Companion Diagnostics. Subject to **Section 11.2.4 (Releases Requires by Law or Regulation)**, in connection with the development (outside the Development Program) or commercialization of Collaboration Compound, Products and Companion Diagnostics:

(a) CG may not issue a Release without Kissei's prior written consent; and

(b) Kissei may not issue a Release without CG's prior written consent if it includes reference to CG by name, which, in each case, consent shall not be unreasonably withheld, conditioned or delayed.

11.2.3 Approved Releases. If a Release requires consent pursuant to this **Section 11.2 (Releases)**, (a) the Party reviewing such Release shall notify the Party seeking to issue such Release of any such consent (together with any associated comments) or denial (together the rationale therefor) within [***] of receipt of a draft of the proposed Release and (b) once consent has been given both Parties may make subsequent public disclosure of the contents of such statement without the further approval of the Party whose consent was required; provided, such content is not presented with any new data or information or conclusions and/or in a form or manner that materially alters the understanding of the subject matter therein.

11.2.4 Releases Required by Law or Regulation. Each Party may issue any Release it is required to issue by Applicable Law or regulation or rules of any stock exchange on which it or its Affiliate's equity securities is traded (such a Release, a "**Required Release**") in accordance with the following procedure: the Party proposed to issue a Required Release (the "**Requesting Party**") shall provide the other Party (the "**Reviewing Party**") with a draft of the Required Release at least [***] in advance of the issuance thereof, to the extent practicable under the circumstances. The Reviewing Party may notify the Requesting Party of any reasonable objections or suggestions that such Party may have regarding the content in the draft Required Release provided for review under this **Section 11.2.4 (Releases Requires by Law or Regulation)**, and the Requesting Party shall reasonably consider any such objections or suggestions that are provided within [***]. The principles to be observed with respect to disclosures of Required Release shall include accuracy, compliance with Applicable Law and regulatory guidance documents, reasonable sensitivity to potential negative reactions of a Regulatory Authority, reasonable sensitivity to commercial information of value to competitors, the need to keep investors informed regarding the Requesting Party's business. The Requesting

Party may disclose the Confidential Information of the Reviewing Party solely as permitted under **Article 10 (Confidentiality)**, including **Section 10.3(a) (Authorized Uses and Disclosures of Confidential Information)**.

11.2.5 Publications. Notwithstanding **Sections 11.2.1 (Releases Reporting the Activities of the Development Program)** to **11.2.4 (Releases Require by Law or Regulation)**, both Parties recognize that the publication or disclosure of papers, presentations, abstracts or any other written or oral presentations regarding results of and other information regarding the Products or Products obtained by or on behalf of the Parties in the performance of their obligations under this Agreement for the Territory including the P3 Trial may be beneficial to both Parties, provided, that such publications or presentations are subject to reasonable controls to protect Confidential Information, the patentability of inventions and other commercial considerations. Accordingly, the following shall apply with respect to any such papers and presentations proposed for disclosure by either Party (the "**Disclosing Party**"):

The other Non-Disclosing Party shall have the right to review and approve any such proposed paper or presentation. The Disclosing Party shall submit to the Non-Disclosing Party the proposed publication or presentation (including posters, slides, abstracts, manuscripts, marketing materials and written descriptions of oral presentations) at least [***] prior to the date of submission for publication or the date of presentation, whichever is earlier, of any of such submitted materials. The Non-Disclosing Party shall review such submitted materials and respond to the Disclosing Party as soon as reasonably possible, but in any case within [***] ([***] for abstracts) of receipt thereof. At the option of the Non-Disclosing Party, the Disclosing Party shall (a) delete from such proposed publication or presentation any Confidential Information of the Non-Disclosing Party, and/or (b) delay the date of such submission for publication or the date of such presentation for a period of time sufficiently long (but in no event longer than an additional [***]) to permit the Non-Disclosing Party to prepare and file a patent application for any patentable subject matter in accordance with **Section 9.6 (Patent Filing, Prosecutions, Maintenance and Strategy)**, and/or (c) in the case of proposed publication or presentation under clause (ii) above, delete from such proposed publication or presentation any information described in such clause (ii) the disclosure of which information could have an adverse effect on the further research, development, manufacture or commercialization of the relevant Collaboration Compound, Product or Companion Diagnostic as reasonably determined by Non-Disclosing Party. Once a publication has been approved by the Non-Disclosing Party, the Disclosing Party may make subsequent public disclosure of the contents of such publication without the further approval of the Non-Disclosing Party; provided, such content is not presented with any new data or information or conclusions and/or in a form or manner that materially alters the understanding of the subject matter therein.

In addition, CG will submit to Kissei the proposed publications or presentations (including posters, slides, abstracts, manuscripts, marketing materials and written descriptions of oral presentations) for CG Territory Activities prior to the date of submission for publication or the date of presentation, whichever is earlier, of any of such submitted materials for Kissei's review to the extent possible under agreements with Third Parties existing at the time of such submission. In the case that such prior submission is not possible due to such agreements with Third Parties, CG will submit the materials to Kissei immediately after the publication or presentation.

11.3 No Right to Use Names. Except as expressly provided herein, no right, express or implied, is granted by the Agreement to Kissei to use in any manner the name of "CG Oncology" or any other trade name, symbol, logo or trademark or derivative thereof of CG or its Affiliates, or to CG to use in any manner the name of "Kissei" or any other trade name, symbol, logo or trademark or derivative thereof of Kissei or its Affiliates, in connection with the performance of this Agreement or otherwise.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

12.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) it is validly organized under the laws of its jurisdiction of incorporation;

(b) it has obtained all necessary consents, approvals and authorizations of all governmental authorities and other persons or entities required to be obtained by it in connection with this Agreement;

(c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part;

(d) it has the legal right and power to enter into this Agreement and to fully perform its obligations hereunder;

(e) the performance of its obligations will not conflict with such Party's charter documents or any agreement, contract or other arrangement to which such Party is a party;

(f) it follows reasonable commercial practices common in the industry to protect its proprietary and confidential information, including requiring its employees, consultants and agents to be bound in writing by obligations of confidentiality and non-disclosure, and requiring its employees, consultants and agents to assign to it any and all inventions and discoveries discovered by such employees, consultants or agents made within the scope of, and during their employment, and only disclosing proprietary and confidential information to Third Parties pursuant to written confidentiality and non-disclosure agreements; and

(g) neither it nor anyone employed by it has been debarred under 21 USC § 335a, disqualified under 21 USC § 312.70 or § 812.119, sanctioned by a Federal Health Care Program (as defined in 42 USC § 1320a-7b(f)), including the federal Medicare or a state Medicaid program, or debarred, suspended, excluded or otherwise declared ineligible from any other similar regional, national, federal or state agency or program. If a Party receives notice of debarment, suspension, sanction, exclusion, ineligibility or disqualification under the foregoing-referenced statutes, such Party shall notify the other Party within two (2) Business Days of its becoming aware of this fact, and the Parties shall agree upon appropriate action to address the matter.

12.2 Compliance. Each Party covenants as follows:

12.2.1 In the performance of its obligations under this Agreement, each Party shall comply and shall cause its and its Affiliates' employees, licensees, sublicensees, and contractors to comply with all Applicable Laws.

12.2.2 Each Party and its and its Affiliates' employees, licensees, sublicensees, and contractors shall not, in connection with the performance of their respective obligations under this Agreement, directly or indirectly through Third Parties, pay, promise, or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value to a Public Official or Entity or other person for purpose of obtaining or retaining business for or with, or directing business to, any person, including, each Party (and each Party represents and warrants that as of the Effective Date, such Party, and to its knowledge, its and its Affiliates' employees, licensees, sublicensees, and contractors, have not directly or indirectly promised, offered, or provided any corrupt payment, gratuity, emolument, bribe, kickback, illicit gift, or hospitality or other illegal or unethical benefit to a Public Official or Entity or any other person in connection with the performance of such Party's obligations under this Agreement, and such Party covenants that it and its Affiliates' employees, licensees, sublicensees, and contractors shall not, directly or indirectly, engage in any of the foregoing)

12.2.3 Each Party and its Affiliates, and their respective employees, licensees, sublicensees, and contractors, in connection with the performance of their respective obligations under this Agreement, shall not violate or cause the violation of the Anti-Corruption Laws, Export Control Laws, or any other Applicable Laws, or otherwise cause any reputational harm to the other Party.

12.2.4 Each Party shall immediately notify the other Party if it has any information or suspicion that there may be a violation of the Anti-Corruption Laws, Export Control Laws, or any other Applicable Laws in connection with the performance of this Agreement or the development or commercialization of any Product.

12.2.5 Each Party will have the right, upon reasonable prior written notice and during the other Party's regular business hours, to conduct at its own cost and expenses inspections of and to audit the other Party's books and records in the event of a suspected violation or to ensure compliance with the representations, warranties, and covenants of this **Section 12.2 (Compliance)** provided, however, that in the absence of good cause for such inspections and audits, each Party exercise this right no more than annually.

12.2.6 In the event that one Party has violated or been suspected of violating any of the representations, warranties, or covenants in this **Section 12.2 (Compliance)**, such Party will cause its or its Affiliates' personnel or others working under its direction or control to submit to periodic training that it will provide on Anti-Corruption Law compliance or other relevant compliance.

12.2.7 Each Party will, at the other's request, annually certify to the other Party in writing its compliance, in connection with the performance of its obligations under this Agreement, with the representations, warranties, or covenants in **Section 12.2 (Compliance)**, which certification shall be issued by its appropriate executive.

12.2.8 Each Party shall have the right to suspend or terminate this Agreement in its entirety where there is a credible finding, after a reasonable investigation, that the other Party or its Affiliates, licensees, or sublicensees in connection with the performance of such other Party's obligations under this Agreement, has engaged in chronic or material violations of the Anti-Corruption Laws.

12.3 CG Covenants and Additional Representations and Warranties. CG also covenants that CG will not, and will cause its Affiliates to not, grant during the term of this Agreement, any right, license or interest in or to the Licensed Intellectual Property or any portion thereof, inconsistent with the rights granted to Kissei herein; and CG represents and warrants to Kissei that

(a) to its actual knowledge, CG owns the entire right, title and interest in, or otherwise Controls the CG IP and it has the legal right and power to extend the rights and licenses granted to Kissei hereunder free and clear of all Encumbrances;

(b) as of the Effective Date, (i) CG has not been notified of any action, lawsuit, claim or arbitration proceeding contesting the validity, ownership or enforceability of the Licensed Intellectual Property, and (ii) to its actual knowledge, there is no reasonable threat of any actions, lawsuits, claims or arbitration proceedings contesting the validity, ownership or enforceability of the Licensed Intellectual Property; provided, however, that nothing in this **Section 12.3 (CG Covenants and Additional Representations and Warranties)** shall be interpreted as requiring CG to have undertaken any inquiries or to have obtained any freedom to operate opinion;

(c) to its actual knowledge, as of the Effective Date, no activities of any Third Parties are infringing or threatening to infringe or misappropriating or threatening to misappropriate any CG IP (including any pending Patent applications and registrations within the CG IP as if such applications or registrations were to issue or become registered);

(d) to its actual knowledge, as of the Effective Date (i) the conception, reduction to practice or creation of the CG IP did not infringe or misappropriate or otherwise violate any intellectual property right of any Third Party under the Applicable Laws of any jurisdiction where there is a Valid Claim; (ii) the research, development, manufacture or commercialization of Products based upon the CG IP does not infringe or misappropriate or otherwise violate any intellectual property right of any Third Party under the Applicable Laws of any jurisdiction where there is a Valid Claim; and (iii) the CG Patents are not dominated by any Patent of any Third Party and not Controlled by CG;

(e) as of the Effective Date, (i) to its actual knowledge, none of the CG Patents has ever been, or now are subject to any pending or threatened, re-examination, opposition, interference or litigation proceedings; and (ii) there are no acts or omissions of CG that would reasonably (a) constitute inequitable conduct, fraud or misrepresentation with respect to any Patent application included within CG Patents or (b) render any Patent within the CG Patents invalid or unenforceable in whole or in part;

(f) as of the Effective Date, neither CG nor any of its Affiliates has (i) granted any Third Party the right to control the Prosecution and Maintenance of any of the CG Patents in the Territory, (ii) granted any Third Party the right to bring infringement actions with respect to, or otherwise to enforce rights with respect to, any of the CG Patents in the Territory, or (iii) expressly agreed not to sue or to indemnify any Third Party against any charge of infringement of any of CG Patents in the Territory;

(g) except as set forth on **Schedule 12.3(g)**, as of the Effective Date, there are no agreements between CG or its Affiliates with any Third Parties (i) pursuant to which a Third Party has obtained, or has a right to obtain, a license, right, or interest in, or to use, any CG IP in the Territory or (ii) pursuant to which CG or its Affiliate otherwise owes, or would otherwise owe, payments to a Third Party as a result of the activities conducted hereunder (whether by CG or Kissei or their respective Affiliates or (sub)licensees), including the grant of rights, interests, and licenses under this Agreement or the transfer or sale of Products;

(h) CG has made available to Kissei true and complete copies of the Existing In-License; and the agreement referenced in **Schedule 12.3(g)**.

12.4 Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO PATENTS, KNOW-HOW, MATERIALS OR CONFIDENTIAL INFORMATION SUPPLIED BY IT TO THE OTHER PARTY HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT.

ARTICLE 13

INDEMNIFICATION

13.1 Indemnification.

13.1.1 Subject to **Section 13.2 (Procedure)**, CG shall indemnify, defend and hold harmless ("**Indemnify**") Kissei, its Affiliates and their respective directors, officers, and employees and the successors and assigns of any of the foregoing ("**Kissei Indemnitees**") harmless from and against any and all liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other expenses of litigation) (collectively, "**Loss**" or "**Losses**") resulting from any Third Party claims, suits, actions, demands or judgments ("**Third Party Claims**") arising out of (a) breach by CG of this Agreement, including any of the representations and warranties made by CG under **Article 12 (Representations and Warranties; Disclaimers)**, (b) any CG Indemnitee's gross negligence or willful misconduct, or (c) the activities performed by or on behalf of CG or any of its Affiliates or its or their licensees (i) in connection with the exercise of its licenses and rights hereunder, including product liability claims and infringement claims (including the costs and expenses described in **Section 9.8.3 (Costs and**

Expenses)) or (ii) unrelated to the Development Program, Collaboration Compound, Product or Companion Diagnostic, except, in each case (a) through (c), that CG's obligation to Indemnify the Kissei Indemnitees pursuant to this **Section 13.1.1 (Indemnification)** shall not apply to the extent that any such Losses are Losses for which Kissei is obligated to Indemnify the CG Indemnitees pursuant to **Section 13.1.2 (Indemnification)**.

13.1.2 Subject to **Section 13.2 (Procedure)**, Kissei shall Indemnify CG, its Affiliates and their respective directors, officers, and employees and the successors and assigns of any of the foregoing ("**CG Indemnitees**") harmless from and against any and all Losses resulting from any Third Party Claims arising out of (a) breach by Kissei of this Agreement, including any of the representations and warranties made by Kissei under **Article 12 (Representations and Warranties; Disclaimers)**, (b) any Kissei Indemnitee's gross negligence or willful misconduct, or (c) the activities performed by or on behalf of Kissei or any of its Affiliates or its or their sublicensees (i) in connection with the exercise of its licenses and rights hereunder, including, product liability and infringement claims (including the costs and expenses described in **Section 9.8.3 (Costs and Expenses)**) or (ii) unrelated to the Development Program, Collaboration Compound, Product or Companion Diagnostic, except, in each case (a) through (c), that Kissei's obligation to Indemnify the CG Indemnitees pursuant to this **Section 13.1.2 (Indemnification)** shall not apply to the extent that any such Losses are Losses for which CG is obligated to Indemnify the Kissei Indemnitees pursuant to **Section 13.1.1 (Indemnification)**.

13.2 Procedure. In order for a Party to be eligible to claim indemnification under this Agreement (the "**Indemnitee**"), it shall promptly notify the other Party (the "**Indemnitor**") in writing of such alleged Loss. Except as provided in **Section 9.8.2 (Defense in the Territory)**, the Indemnitor shall have the exclusive right to control the defense or settlement thereof with counsel of its choice as long as such counsel is reasonably acceptable to Indemnitee; provided, however, that the Indemnitor shall not enter into any settlement that admits fault, wrongdoing or damages without the Indemnitee's written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any Indemnitee shall have the right to retain its own counsel at its own expense for any reason, provided, however, that if the Indemnitee shall have reasonably concluded, based upon a written opinion from outside legal counsel, that there is a conflict of interest between the Indemnitor and the Indemnitee in the defense of such action by the Indemnitor's selected counsel, the Indemnitor shall pay the fees and expenses of one law firm serving as counsel for the Indemnitee. In any event, the Indemnitor shall have no obligations with respect to any Losses resulting from the Indemnitee's admission, settlement or other communication without the prior written consent of the Indemnitor. The Indemnitee, its employees and agents, shall reasonably cooperate with the Indemnitor and its legal representatives in the investigation of any Third Party Claims covered by this Agreement. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any such action, to the extent prejudicial to its ability to defend such action, shall relieve the Indemnitor of any obligation to the Indemnitee under this **Section 13.2 (Procedure)**. It is understood that only Kissei or CG may claim indemnity under this Agreement (on its own behalf or on behalf of its Indemnitees), and other Indemnitees may not directly claim indemnity hereunder.

13.3 Insurance.

13.3.1 Insurance Coverage. Subject to **Section 13.3.4 (Election to Self-Insure)**, each Party shall obtain and maintain comprehensive general liability insurance customary in the industry for companies of similar size conducting similar business, and in any case sufficient to cover its obligations.

13.3.2 Evidence of Insurance. Within [***] of signing this Agreement, each Party shall provide the other Party with its certificate of insurance evidencing the insurance coverage set forth **Section 13.3.1 (Insurance Coverage)**. Each Party shall provide to the other Party at least thirty (30) days prior written notice of any cancellation, non-renewal or material change in any of such insurance coverage.

13.3.3 Product / Clinical Trial Liability Insurance. Commencing not later than [***] prior to the a Clinical Trial pursuant to the Development Plan under this Agreement with respect to a Collaboration Compound, Product or Companion Diagnostic by a Party or any of its Affiliates or sublicensees, such Party and such Affiliate or sublicensee shall have and maintain such type and amounts of Products / Clinical Trial Liability insurance covering the development, manufacture, use and sale of Products, Products and Companion Diagnostics as is normal and customary in the industry generally for parties similarly situated, but, in any event, with a minimum combined single limit per occurrence for products / clinical trials liability as follows: (a) a minimum limit of [***] for any period during which such Party or any of its sublicensees is conducting a Clinical Trial with any Collaboration Compound(s), Product(s) or Companion Diagnostic(s); and (b) a minimum limit of [***] for any period during which Kissei or any of its Affiliates or sublicensees is selling any Product(s) or Companion Diagnostic(s) in the Territory. Each of the above insurance policies shall be primary insurance.

13.3.4 Election to Self-Insure. In the event that either Party is or becomes an entity which, by Change of Control or otherwise, together with its Affiliates, has worldwide revenues from pharmaceutical sales in excess of [***] per year, the obligations set forth in **Section 13.3.3 (Product / Clinical Trial Liability Insurance)**, **Section 13.3.1 (Insurance Coverage)** and **Section 13.3.2 (Evidence of Insurance)** above shall not apply with respect to such Party, if such Party notifies the other Party in writing that it elects to provide coverage through a commercially reasonable program of self-insurance; provided, however, that the obligations set forth in **Section 13.3.1 (Insurance Coverage)**, **Section 13.3.2 (Evidence of Insurance)** and **Section 13.3.3 (Product / Clinical Trial Liability Insurance)** above shall resume with respect to such Party and its Affiliates, or successor-in-interest and its Affiliates, if such program of self-insurance is terminated or discontinued for any reason.

13.4 Limitation of Damages. NEITHER PARTY HERETO WILL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES, EXCEPT IN RESPECT OF ANY BREACH OF A PARTY'S OBLIGATIONS UNDER **SECTION 4.3 (EXCLUSIVITY)** OR **ARTICLE 10 (CONFIDENTIALITY**) OR INDEMNIFICATION OBLIGATIONS UNDER THIS **ARTICLE 13 (INDEMNIFICATION)** FOR CLAIMS OF THIRD PARTIES.

ARTICLE 14

TERM; TERMINATION

14.1 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and, unless sooner terminated as provided in this **Article 14 (Term; Termination)**, shall continue in full force and effect, on a country-by-country and Product-by-Product basis until there is no remaining royalty payment or other payment obligation in such country with respect to such Product, at which time this Agreement shall expire with respect to such Product in such country. Subject to **Section 7.4.8 (Rights Following Expiration of Royalty Term)** the Term shall expire on the date this Agreement has expired in its entirety with respect to all Products in all countries in the world. Following the expiration of the Term, (i) the grants in **Section 4.1.1 (Products)** and **Section 4.1.2 (Companion Diagnostics)** shall become non-exclusive, fully-paid, royalty-free and irrevocable and (ii) Kissei shall have the right to negotiate directly with CG's then-existing CMO(s), including Fuji Film, an agreement for the manufacture and supply of the Collaboration Compound and Product independent of, and without any financial obligation to, CG.

14.2 Termination by Either Party for Material Breach. Either Party may terminate this Agreement (a) on a Product-by-Product basis by written notice to the other Party for any material breach of this Agreement by the other Party specific to a particular Product or (b) in its entirety by written notice to the other Party for any material breach of this Agreement by the other Party that is not specific to a particular Product, if, in the case of remediable breach, such material breach is not cured within [***] ([***] for payment defaults) after the breaching Party receives written notice of such breach from the non-breaching Party; provided, that if such breach is not capable of being cured within such [***] ([***]) period, the cure period shall be extended for such amount of time that the Parties may agree in writing is reasonably necessary to cure such breach, so long as (1) the breaching Party is making Commercially Reasonable Efforts to do so, and (2) the Parties agree on an extension within such [***] ([***]) period. Notwithstanding anything to the contrary herein, if the allegedly breaching Party in good faith either disputes (i) whether a breach is material or has occurred or (ii) the alleged failure to cure or remedy such material breach, and provides written notice of that dispute to the other Party within the above time periods, then the matter will be addressed under the dispute resolution provisions in **Article 15 (Dispute Resolution)**, and the notifying Party may not so terminate this Agreement until it has been determined under **Article 15 (Dispute Resolution)** that the allegedly breaching Party is in material breach of this Agreement, and such breaching Party further fails to cure such breach within [***] ([***] for payment defaults) (or such longer period as determined by the arbiter of such dispute resolution) after the conclusion of that dispute resolution procedure.

14.3 Termination by Either Party for Insolvency or Bankruptcy.

(a) Either Party may terminate this Agreement, effective on written notice to the other Party, upon (i) the liquidation, dissolution, winding up, adjudication of insolvency or bankruptcy, (ii) the filing of any petition therefor, appointment of a receiver, custodian or trustee with respect to all or substantially all of such other Party's (the "**Bankrupt Party**") assessor (iii) any other similar proceeding (the proceedings referred to in (i) through (iii), the "**Insolvency Proceedings**"), by or of the Bankrupt Party where such Insolvency Proceeding is not dismissed or vacated within [***].

(b) All rights and licenses granted pursuant to this Agreement are for purposes of Section 365(n) of Title 11 of the United States Code or any equivalents thereof in any other countries ("**Title 11**"), licenses of rights to "intellectual property" as defined in Title 11.

(c) The Parties recognize that this Agreement is personal to the Parties and that intellectual property law excuses a Party from accepting the performance from or rendering performance to anyone other than the other Party.

14.4 Termination for Patent Challenge. If, without the prior consent of CG and except as provided below, Kissei or any of its Affiliates or its or their sublicensees voluntarily challenges under any court action or proceeding, or before any patent office, the validity, patentability, enforceability, scope or non-infringement of any CG Patent, or voluntarily initiates a reexamination of any such Patent, or voluntarily assists any Third Party to conduct any of the foregoing activities (each, a "**Challenge**"), then either (a) Kissei or its Affiliate or sublicensee shall withdraw (or cause to be withdrawn) such Challenge within [***] after being requested to do so by CG in writing and CG shall have no right to terminate this Agreement pursuant to this **Section 14.4 (Termination for Patent Challenge)** with respect to such Challenge; or (b) if such challenge is maintained or is not capable of being withdrawn and terminated, CG shall have the right to terminate this Agreement on [***] written notice to Kissei; such termination to be effective immediately. However the foregoing shall not apply: (i) to any such action or proceeding brought in response to an action brought by or under the authority of CG or its Affiliate against Kissei, its Affiliate or sublicensee for infringement of any CG Patent, (ii) to any ordinary course Prosecution and Maintenance matters (i.e., those intended to cause a Patent to issue or strengthen an already issued Patent or that are approved by CG) controlled by Kissei in accordance with **Section 9.6 (Patent Filing, Prosecution, Maintenance and Strategy)** above, or (iii) if Kissei acquires or is acquired by a Third Party already engaged in a Challenge at the time of such acquisition; provided, that neither Kissei nor any of its Affiliates (as in existence immediately prior to such acquisition), directly or indirectly, assists or supports such Third Party in any manner with respect to such Challenge. Further, for the avoidance of doubt, CG may not terminate the Agreement if Kissei or its Affiliate or sublicensee is required by legal process to be joined as a party in such proceedings by a Third Party.

14.5 Termination at Will. Kissei shall also have the right to terminate this Agreement at will in its entirety, or with respect to a particular Product, in its sole discretion, any time after the [***] of the Effective Date by providing [***] written notice to CG.

14.6 Termination for Catastrophic Breach. If CG commits an incurable Catastrophic Breach of this Agreement, Kissei shall have the right to terminate the entire Agreement on [***] written notice. If Kissei fails to provide such written termination notice within [***] from the date when Kissei learns of the Catastrophic Breach, then Kissei's termination under this **Section 14.6 (Termination for Catastrophic Breach)** will be deemed waived for such Catastrophic Breach. For purposes of this Agreement, "**Catastrophic Breach**" means a material breach of this Agreement by CG caused solely by CG's willful and malicious misconduct that results in substantial and irreparable harm to the commercial value of the Product in the Territory.

14.7 Effects of Termination.

14.7.1 Effects of Termination in General.

(a) Accrued Rights and Obligations. Expiration or termination of this Agreement in its entirety, or with respect to a particular Product, for any reason shall not release either Party hereto from any liability which, as of the effective date of such expiration or termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity which accrued or are based upon any event occurring prior to the effective date of such expiration or termination.

(b) Termination of Licenses. Upon termination of this Agreement:

(i) with respect to a particular Product by either Party pursuant to **Section 14.2 (Termination by Either Party for Material Breach)** or by Kissei pursuant to **Section 14.5 (Termination at Will)** all licenses under this Agreement with respect to such Product, the Collaboration Compound contained therein and the Companion Diagnostic thereto (other than the licenses set forth in **Sections 4.1.3 (Collaboration IP)**, **4.1.2 (Companion Diagnostics)**, **4.2.1 (Collaboration IP)** and **4.2.4 (Residuals)**) shall terminate, and the provisions of **Section 4.3 (Exclusivity)** shall terminate solely with respect to such Product, the Collaboration Compound contained therein, the Companion Diagnostic thereto or the Indication to which such Product is directed (if there are no other exclusive licenses to any Product directed to such Indication is then in effect), in each case, as of the effective date of such termination;

(ii) in its entirety by either Party pursuant to **Section 14.2 (Termination by Either Party for Material Breach)**, **14.3 (Termination by Either Party for Insolvency or Bankruptcy)** or **14.4 (Termination for Patent Challenge)** all licenses under this Agreement (other than the licenses set forth in **Sections 4.1.3 (Collaboration IP), 4.1.2 (Companion Diagnostics), 4.2.1 (Collaboration IP)** and **4.2.4 (Residuals)**) shall terminate as of the effective date of such termination;

(iii) in its entirety by Kissei pursuant to **Section 14.6 (Termination for Catastrophic Breach)** all licenses granted to Kissei under **Section 4.1 (License Grants to Kissei)** shall become royalty-free, fully paid-up licenses, and Kissei shall have the right to negotiate directly with CG's then-existing CMO(s), including Fuji Film, an agreement for the manufacture or and supply of the Collaboration Compound and Product independent of, and without any financial obligation to, CG.

(iv) with respect to the last Product by Kissei pursuant to **Section 14.5 (Termination at Will)** (i.e., there are no other exclusive licenses to any Product in effect), or in its entirety pursuant to **Section 14.2 (Termination by Either Party for Material Breach)** or **14.3 (Termination by Either Party for Insolvency or Bankruptcy)**, all licenses under this Agreement (other than the licenses set forth in **Sections 4.1.3 (Collaboration IP), 4.1.2 (Companion Diagnostics), 4.2.1 (Collaboration IP)** and **4.2.4 (Residuals)**) shall terminate as of the effective date of such termination; and

(v) for clarity, from and after the effective date of termination of this Agreement with respect to a Product, such Product shall be excluded from the definition of Product for all purposes of this Agreement (except as required to implement the provisions of this **Article 14 (Term; Termination)** with respect to such Product).

(c) Continuation of Sublicenses. Upon termination by CG of this Agreement with respect to a particular Product under **Section 14.2 (Termination by Either Party for Material Breach)**, any existing, permitted sublicense granted by Kissei under this Agreement with respect to such Product may, in CG's sole discretion, continue in full force and effect, provided, that the permitted sublicensee did not cause the breach that gave rise to a termination under **Section 14.2 (Termination by Either Party for Material Breach)** and agrees to be bound by all the terms and conditions of this Agreement that are applicable to such permitted sublicensee including rendering directly to CG all payments and other obligations due to CG related to such sublicense (including all event payments and royalty payments) that would have been owed by Kissei if not for such termination and granting rights and licenses to CG of the same scope as set forth in **Section 4.2 (License Grants to CG)** with respect to the intellectual property rights of such sublicensee; provided further CG is not obligated to assume any obligations under such sublicense that are greater or more adverse to CG than the obligations contained within this Agreement.

(d) Return of Confidential Information. It is understood and agreed, that each Party shall have a continuing right to use Confidential Information of the other Party under any surviving licenses pursuant to **Article 4 (Licenses and Rights)** and/or **Section 14.7 (Effects of Termination)**. Subject to the foregoing, following expiry or any early termination of this Agreement, the Party that has Confidential Information of the other Party shall destroy (at such Party's written request) all such Confidential Information in its possession as of the effective date of expiration or termination (with the exception of one copy of such Confidential Information, which may be retained by the legal department of the Party that received such Confidential Information to confirm compliance with the non-use and non-disclosure provisions of this Agreement), and any Confidential Information of the other Party contained in its laboratory notebooks or databases, provided, that notwithstanding the foregoing, each Party may retain and continue to use the Confidential Information of the other Party solely to the extent necessary to exercise any surviving rights, licenses or obligations under this Agreement.

(e) Inventory at Termination. Upon termination of this Agreement after Marketing Approval is obtained for one or more Products, Kissei and its permitted sublicensee shall have the right to sell all inventory of any such approved Products in all countries in the Territory then in its stock (or dispose of all inventory of any Product then in its stock that may not be sold as reasonably determined by Kissei, including for expired shelf-life), subject to the applicable royalty payments due under this Agreement, and any other applicable provisions of this Agreement, and CG covenants not to sue Kissei or its permitted sublicensee for infringement under any of the Patents that were licensed by CG to Kissei immediately prior to such termination with respect to such activities conducted by Kissei or its permitted sublicensee pursuant to this **Section 14.7.1(e) (Inventory at Termination)**.

(f) Survival. In addition to any provisions specified in this Agreement as surviving under the applicable circumstances, the provisions of **Article 1 (Definitions), 10 (Confidentiality), 11 (Publicity; Publications; Use of Name), 15 (Dispute Resolution)** and **16**

(Miscellaneous) and **Sections 2.5.2 (Development Records)**, **4.1.3 (Collaboration IP)**, **4.1.4 (Sublicenses)**, **4.2.1 (Collaboration IP)**, **4.2.4 (Residuals)**, **4.2.5 (Sublicenses)**, **4.4 (No Other Rights, Retained Rights)**, **4.5 (Interpretation)**, **5.3.4 (No Warranty)**, **9.1 (Intellectual Property; Ownership)**, **9.2 (Kissei)**, **9.3.2 (Inventorship; CREATE Act)**, **9.4 (Ownership; Collaboration IP; Rights of Joint Owners)**, **9.5 (Rights of Joint Owners)**, **12.1 (Mutual Representations and Warranties)**, **12.3 (CG Covenants and Additional Representations and Warranties)**, **12.4 (Disclaimers)**, **13.1 (Indemnification)**, **13.2 (Procedure)**, **13.4 (Limitation of Damages)**, **14.1 (Term)** (solely with respect to the last sentence thereof) and **14.7 (Effects of Termination)** shall survive any termination or expiration of this Agreement; provided, that, with respect to **Sections 12.1 (Mutual Representations and Warranties)**, **12.3 (CG Additional Representations and Warranties)**, **12.4 (Disclaimers)**, **13.1 (Indemnification)**, **13.2 (Procedure)**, **13.4 (Limitation of Damages)**, **14.1 (Term)**, only with respect to those claims that arise from the acts or omissions of a Party prior to the effective date of termination or expiration. In addition, the applicable provisions of **Articles** 7 **(Financial Terms)** and **8 (Payment Terms; Reports; Audits)** shall survive with respect to any outstanding unpaid amounts that accrued prior to the effective date of any termination or expiration of this Agreement (or any amounts owed as a result of the continuing payment obligations addressed in **Section 14.7.1(b) (Accrued Rights and Obligations)** or **14.7.1(f) (Inventory at Termination)**, if and as applicable).

ARTICLE 15

DISPUTE RESOLUTION

15.1 Disputes. CG and Kissei recognize that a dispute, controversy or claim of any nature whatsoever arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, (each, a "**Dispute**") may from time to time arise during the Term. Unless otherwise specifically recited in this Agreement (including **Section 3.6 (JDC Decision-Making)**), such Disputes between CG and Kissei will be resolved as recited in this **Article 15 (Dispute Resolution)**. In the event of the occurrence of such a Dispute, the Parties shall first refer such Dispute to their respective Alliance Managers for attempted resolution by such Alliance Managers within [***] after such referral. If such Dispute is not resolved within such [***] period by the Alliance Managers, either CG and Kissei may, by written notice to the other, have such Dispute referred to their respective officers designated below, or their respective designees, for attempted resolution by within [***] after such notice is received. Such designated officers are as follows:

[For Kissei: President, Chief Operating Officer]

[For CG: Chief Executive Officer]

In the event the designated officers, or their respective designees, are not able to resolve such dispute within [***] of such other Party's receipt of such written notice, then, unless otherwise expressly set forth herein (including in the subsequent paragraph of this **Section 15.1 (Disputes)** or in **Section 3.6.2 (Escalation)**) either Party may initiate the dispute resolution procedures set forth in **Section 15.2 (Arbitration)**.

Notwithstanding the foregoing, Disputes shall not include any disagreements solely about decisions for which one Party has final decision-making authority under this Agreement, including under **Article 3 (Governance)**.

15.2 Arbitration.

15.2.1 Rules. Except as otherwise expressly provided in this Agreement (including under **Section 15.3 (Subject Matter Exclusions)**), the Parties agree that any Dispute not resolved internally by the Parties pursuant to **Section 15.1 (Disputes)** shall be resolved through binding arbitration administered by International Chamber of Commerce (ICC) in accordance with its ICC Rules of Arbitration (for purposes of this **Article 15 (Dispute Resolution)**, the "**Rules**"), except as modified in this Agreement, applying the substantive law specified in **Section 16.1 (Applicable Law)**.

15.2.2 Arbitrators; Location. Arbitration proceedings will be held in Singapore. Each Party shall select one (1) arbitrator, and the two (2) arbitrators so selected shall choose a third arbitrator. All three (3) arbitrators shall serve as neutrals and have at least [***] of (a) dispute resolution experience (including judicial experience) and/or (b) legal or business experience in the biotech or pharmaceutical industry. In any event, at least one (1) arbitrator shall satisfy the foregoing experience requirement under clause (b). If a Party fails to nominate its arbitrator, or if the Parties' arbitrators cannot agree on the third, the necessary appointments shall be made in accordance with the Rules. Once appointed by a Party, such Party shall have no ex parte communication with its appointed arbitrator. The arbitration proceedings and all pleadings and written evidence shall be in the English language. Any written evidence originally in another language shall be submitted in English translation accompanied by the original or a true copy thereof.

15.2.3 Procedures; Awards. Each Party agrees to use reasonable efforts to make all of its current employees available, if reasonably needed, and agrees that the arbitrators may determine any person as necessary. The arbitrators shall be instructed and required to render a written, binding, non-appealable resolution and award on each issue that clearly states the basis upon which such resolution and award is made. The written resolution and award shall be delivered to the Parties as expeditiously as possible, but in no event more than [***] after conclusion of the hearing, unless otherwise agreed by the Parties. Judgment upon such award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such an award and order for enforcement. Each Party agrees that, notwithstanding any provision of Applicable Law or of this Agreement, it will not request, and the arbitrators shall have no authority to award, punitive or exemplary damages against any Party.

15.2.4 Costs. The prevailing Party, as determined by the arbitrators, shall be entitled to (a) its share of fees and expenses of the arbitrators and (b) its attorneys' fees and any and all associated costs and expenses. In determining which Party "prevailed," the arbitrators shall consider (i) the significance, including the financial impact, of the claims prevailed upon and (ii) the scope of claims prevailed upon, in comparison to the total scope of the claims at issue. If the arbitrators determine that, given the scope of the arbitration, neither Party "prevailed," the arbitrators shall order that the Parties (1) share equally the fees and expenses of the arbitrators and (2) bear their own attorneys' fees and associated costs and expenses.

15.2.5 Interim Equitable Relief. Notwithstanding anything to the contrary in this **Section 15.2 (Arbitration)**, in the event that a Party reasonably requires relief on a more expedited basis than would be possible pursuant to the procedure set forth in this **Article 15 (Dispute Resolution)**, such Party may seek a temporary injunction or other interim equitable relief in a court of competent jurisdiction pending the ability of the arbitrators to review the decision under this **Section 15.2 (Arbitration)**. Such court shall have no jurisdiction or ability to resolve Disputes beyond the specific issue of temporary injunction or other interim equitable relief.

15.2.6 Protective Orders; Arbitrability. At the request of either Party, the arbitrator shall enter an appropriate protective order to maintain the confidentiality of information produced or exchanged in the course of the arbitration proceedings. The arbitrators shall have the power to decide all questions of arbitrability.

15.3 Subject Matter Exclusions. Notwithstanding the provisions of **Section 15.2 (Arbitration)**, any Dispute not resolved internally by the Parties pursuant to **Section 15.1 (Disputes)** that involves the validity, infringement or enforceability of a Patent included in a license granted in this Agreement (a) that is issued in the United States shall be subject to actions before the United States Patent and Trademark Office and/or submitted exclusively to the federal court located in the jurisdiction of the district where any of the defendants resides; and (b) that is issued in any other country shall be brought before an appropriate regulatory or administrative body or court in that country, and the Parties hereby consent to the jurisdiction and venue of such courts and bodies solely for such purpose.

15.4 Continued Performance. Provided that this Agreement has not terminated, the Parties agree to continue performing under this Agreement in accordance with its provisions, pending the final resolution of any Dispute.

ARTICLE 16

MISCELLANEOUS

16.1 Applicable Law. This Agreement (including the arbitration provisions of **Section 15.2 (Arbitration)**) shall be governed by and interpreted in accordance with the laws of the State of Delaware, without reference to the principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by this Agreement.

16.2 Notices. Except as otherwise expressly provided in the Agreement, any notice required under this Agreement shall be in writing and shall specifically refer to this Agreement. Notices shall be sent via one of the following means and will be effective (a) on the date of delivery, if delivered in person; (b) on the date of receipt, if sent by a facsimile (with delivery confirmed); or (c) on the date of receipt, if sent by private express courier or by first class certified mail, return receipt requested. Any notice sent via facsimile shall be followed by a copy of such notice by private express courier or by first class mail. Notices shall be sent to the other Party at the addresses set forth below. Either Party may change its addresses for purposes of this **Section 16.2 (Notices)** by sending written notice to the other Party.

If to Kissei:

Senior Director, Business Development & Licensing
Kissei Pharmaceutical Co., Ltd.
1-8-9 Nihonbashi, Muromachi, Chuo-Ku, Tokyo 103-0022, Japan
with required copies (which shall not constitute notice) to:

Senior Director, Legal
Kissei Pharmaceutical Co., Ltd.
19-48, Yoshino, Matsumoto-City, Nagano-Prefecture 399-8710, Japan

If to CG:

Vice President, Business Development
400 Irvine Spectrum Center Dr.
Suite 2040 Irvine, CA 92618

with required copies (which shall not constitute notice) to:

Wilson Sonsini Goodrich & Rosati, P.C.
Attn: John E. Wehrli, Esq.
12235 El Camino Real, Suite 200
California, U.S.A. 92130

16.3 Assignment. Neither Party may assign or otherwise transfer, in whole or in part, this Agreement without the prior written consent of the non-assigning Party, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement to (i) an Affiliate; provided that, unless such Affiliate controls (as defined in **Section 1.2 (Affiliate)**) such Party, such Party shall remain responsible for such Affiliate's performance hereunder or (ii) any purchaser of all or substantially all of the business or assets of such Party to which this Agreement applies, or of all of its capital stock, or to any successor corporation or entity resulting from any merger or consolidation of such Party with or into such corporation or entity, provided, that the party to which this Agreement is assigned expressly agrees in writing to assume and be bound by all obligations of the assigning Party under this Agreement. A copy of such written agreement by such assignee shall be provided to the non-assigning Party within [***] of execution of such written agreement. Subject to the foregoing, this Agreement will benefit and bind the Parties' successors and assigns.

16.4 Independent Contractors. The Parties hereto are independent contractors and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise, agency or fiduciary relationship between the Parties.

16.5 Integration. This Agreement, together with the Clinical Supply Agreement, Commercial Supply Agreement, Quality Agreement, Pharmacovigilance Agreement, and Stock Purchase Agreement, constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous oral and written communications between the Parties with respect to the subject matter of this Agreement (including term sheets exchanged by and between CG and Kissei with respect to this Agreement) and the CDA.

16.6 Amendment; Waiver. Except as otherwise expressly provided herein, no alteration of or modification to this Agreement shall be effective unless made in writing and executed by an authorized representative of both Parties. No course of dealing or failing of either Party to strictly enforce any term, right or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition. The observance of any provision of this Agreement may be waived (either generally or any given instance and either retroactively or prospectively) only with the written consent of the Party granting such waiver.

16.7 Further Assurance. Each Party shall and shall use all reasonable endeavors to procure that any necessary Third Party shall promptly execute and deliver such further documents and do such further acts as may be required for the purpose of giving full effect to the express terms of this Agreement.

16.8 Severability. The Parties do not intend to violate any public policy or statutory or common law. However, if any sentence, paragraph, clause or combination or part thereof of this Agreement is in violation of any law or is found to be otherwise invalid or unenforceable, such sentence, paragraph, clause or combination or part of the same shall be deleted and the remainder of this Agreement shall remain binding and the Parties will negotiate a valid and enforceable replacement provision for such sentence, paragraph, clause or combination or part thereof of this Agreement, which conforms as nearly as possible with the original intent of the Parties.

16.9 No Third Party Rights. Except for the rights to indemnification provided for certain Third Parties as specified in **Article 13 (Indemnification)** and as otherwise expressly set forth herein, the Parties do not intend that any term of this Agreement should be enforceable by any Person who is not a Party and all rights, benefits and remedies under this Agreement are solely intended for the benefit of CG and its Affiliates and Kissei and its Affiliates, and except for such rights to indemnification expressly provided pursuant to **Article 13 (Indemnification)**, no Third Party shall have any rights whatsoever to (a) enforce any obligation contained in this Agreement, (b) seek a benefit or remedy for any breach of this Agreement, or (c) take any other action relating to this Agreement under any legal theory, including, actions in contract, tort (including negligence, gross negligence and strict liability), or as a defense, setoff or counterclaim to any action or claim brought or made by either Party.

16.10 Construction. The Parties mutually acknowledge that they and their attorneys have participated in the negotiation and preparation of this Agreement. Ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have drafted this Agreement or authorized the ambiguous provision.

16.11 Original Text. This text of this Agreement in the English language shall be the original text, and any text in another language, even if such a text is made by translation of the text in English language or prepared by any of the parties hereto for the purpose of its own convenience, shall have no meaning for any purpose between the parties hereto.

16.12 Interpretation. The captions and headings to this Agreement are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of this Agreement. To the extent there exists any discrepancy between any internal, alphabetical or

numerical cross-reference to a Section, Article or Schedule of this Agreement and the parenthetical immediately following such cross-reference, the parenthetical shall govern. Unless context otherwise clearly requires, whenever used in this Agreement: (a) the words "include" or "including" shall be construed as incorporating "but not limited to" or "without limitation"; (b) the words "hereof," "herein," "hereby" and derivative or similar words refer to this Agreement, including the Schedules; (c) the word "law" or "laws" means any applicable, legally binding statute, ordinance, resolution, regulation, code, guideline, rule, order, decree, judgment, injunction, mandate or other legally binding requirement of a governmental authority (including a court, tribunal, agency, legislative body or other instrumentality of any (i) government or country or territory, (ii) any state, province, county, city or other political subdivision thereof, or (iii) any supranational body); (d) all references to the word "will" are interchangeable with the word "shall" and shall be understood to be imperative or mandatory in nature; (e) all references to "sublicensees" shall include all sublicensees of sublicensees through multiple tiers of sublicensing; (f) the singular shall include the plural and vice versa; and (g) the word "or" has the inclusive meaning represented by the phrase "and/or". All references to days, months, quarters or years are references to calendar days, calendar months, calendar quarters, or calendar years. Unless otherwise provided herein, whenever any matter hereunder requires consent or approval, such consent shall not be unreasonably withheld or delayed.

16.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes hereof, a facsimile copy, or email with attached pdf copy, of this Agreement, including the signature pages hereto, will be deemed to be an original.

[Signature page follows – the rest of this page intentionally left blank.]

IN WITNESS WHEREOF, CG and Kissei have executed this Agreement by their respective officers hereunto duly authorized, on the Effective Date.

CG ONCOLOGY, INC.		**KISSEI PHARMACEUTICAL CO., LTD.**	
By:	/s/ Arthur Kuan	By:	/s/ Mutsuo Kanzawa
Name:	Arthur Kuan	Name:	Mutsuo Kanzawa
Title:	Chief Executive Officer	Title:	Chairman and Chief Executive Officer

SCHEDULE 1.13
[***]

SCHEDULE 1.35
[***]

SCHEDULE 1.36
[***]

SCHEDULE 1.74
[***]

SCHEDULE 2.1
[***]

SCHEDULE 7.4.3(C)
[***]

SCHEDULE 12.3(G)
[***]

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE CG ONCOLOGY, INC. HAS DETERMINED THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO CG ONCOLOGY, INC. IF PUBLICLY DISCLOSED.

FIRST AMENDMENT TO THE LICENSE AND COLLABORATION AGREEMENT

This **FIRST AMENDMENT TO THE LICENSE AND COLLABORATION AGREEMENT** ("**First Amendment**") is effective as of September 15, 2022 (the "**First Amendment Effective Date**") by and between Kissei Pharmaceutical Co., Ltd., a corporation duly organized and existing under the lases of Japan and having its registered office at 19-48, Yoshino, Matsumoto, Nagano Prefecture, Japan ("**Kissei**"), and CG Oncology, Inc. (formerly known as Cold Genesys, Inc.), a company organized and existing under the laws of the state of Delaware, United States, located at 400 Spectrum Center Drive, Suite #2040 Irvine, CA 92618 ("**CG**"). Kissei and CG are each referred to herein by name or, individually, as a "**Party**" and together as the "**Parties**."

BACKGROUND

WHEREAS, Kissei and CG are parties to that certain License and Collaboration Agreement, effective as of March 26, 2020 (the "**Original Agreement,**" and collectively with the First Amendment, the "**Agreement**");

WHEREAS, The Parties desire to amend the Original Agreement as set forth below;

NOW, **THEREFORE**, in consideration of the mutual covenants and agreements provided below and other consideration, the receipt and sufficiency of which is hereby acknowledged, Kissei and CG hereby agree as follows:

1. Definitions. Capitalized terms used in this First Amendment but not specifically defined below shall have the meaning ascribed to them in the Original Agreement. The corresponding definitions in the Original Agreement are replaced in their entirety with the definitions below:

1.9 "**CG Collaboration Know-How**" means Collaboration Know-How that is generated, discovered or obtained during the Term of this Agreement by or on behalf of the CG Group without the inventive contribution of any employee, consultant or agent of Kissei.

1.12 "**CG Know-How**" means all Know-How Controlled by the CG Group as of the Effective Date or during the Term of this Agreement. For clarity, CG Know-How (a) includes CG Collaboration Know-How and (b) excludes Joint Collaboration Know-How.

1.13 "**CG Patents**" means all Patents Controlled by the CG Group as of the Effective Date or during the Term of this Agreement, including Patents claiming CG Collaboration Know-How. CG Patents exclude Joint Collaboration Patents. The CG Patents existing as of the Effective Date are identified on **Schedule 1.13**.

2. The following new definitions are hereby inserted out of alphabetical order after the existing definitions in the Original Agreement to preserve the section numbering in the Original Agreement.

1.87 "**CG Group**" means CG and any of its Affiliates existing immediately prior to the consummation of a Change of Control of CG.

1.88 "**Transacting Party**" means a Person engaged in the Change of Control event with CG immediately prior to the consummation of the Change of Control.

1.89 "**Transacting Party Group**" means the Transacting Party and its Affiliates in existence immediately prior to consummation of the Change of Control.

3. Section 3.9 (Change of Control) of the Original Agreement is replaced in its entirety with the following:

3.9 Change of Control. In the event of a Change of Control of CG (or successor entity thereto, applying the definition of Change of Control to such successor in place of CG), and the Transacting Party Group is either (a) engaged in the research, development, manufacture or commercialization of any Competing Product (as of the effective date of such Change of Control or at any time during the Term) or (b) a Peer Pharmaceutical Company, Kissei may (without limiting Kissei's rights under this Agreement, including under **Section 14.5 (Termination at Will))** elect to take any or all of the following actions set forth in **Sections 3.9.1 (Change of Control)** and/or **3.9.2 (Change of Control)**:

3.9.1 provide written notice to CG (or its successor entity) terminating the provisions of this **Article 3 (Governance)** in whole or in part, and upon such notice (a) except with respect to **Section 3.6 (JDC Decision Making)** as discussed in this **Section 3.9.1**, neither Party will be obligated under the terminated provisions of this **Article 3 (Governance)** for the remainder of the Term, (b) any information, documents or reports that a Party is otherwise required to provide to the working groups or JDC pursuant to the terminated provisions of this **Article 3 (Governance)**, as applicable, shall be provided directly to the other Party, (c) Kissei's obligations to provide the annual progress reports under **Section 6.2 (Progress Reports)** shall be limited to high-level information regarding the status of Products (including Marketing Approvals) and commercialization as of the end of the preceding calendar year, and (d) any matters delegated to the working groups or JDC pursuant to the terminated provisions of this **Article 3 (Governance)**, as applicable, shall be made by mutual agreement of the Parties, subject to the decision-making and dispute resolution provisions of **Section 3.6 (JDC Decision-Making)** and **Article 15 (Dispute Resolution)** with such disputes first being referred to the officers listed in **Section 15.1 (Disputes)**; or

3.9.2 provide written notice to CG (or its successor entity) terminating the provisions of **Sections 2.1 (General)** and/**or 2.2 (Certain Activities)**, in whole or in part, without relieving either Party of any obligation that accrued under any such section prior

to such termination. If Kissei provides a notice to CG under this **Section 3.9.2 (Change of Control)**, CG shall as soon as reasonably practicable transfer and assign to Kissei all data, Marketing Approvals and regulatory documentation with respect to the Products in the Territory and a copy of all of the data with respect to the Products in the Territory, including all data comprising the global safety database for the Products and any related Companion Diagnostics.

3.9.3 Notwithstanding the foregoing, Kissei shall not have the right to take any of the actions set forth in **Section 3.9.1 (Change of Control)** or **Section 3.9.2 (Change of Control)** so long as (a) no unpublished CG Patents or unpublished CG Know-How that is used in the conduct of activities under the Development Program, and no Kissei IP and Confidential Information, and no Collaboration IP is used by such Transacting Party Group in the research, development, manufacture, sale, marketing, promotion or distribution of any Competing Product, (b) individual personnel of the CG Group do not remain employed by such Transacting Party Group following the closing of such Change of Control, (c) such Transacting Party Group segregates any remaining CG Group personnel who remain employed by the Transacting Party Group for any period following closing of such Change of Control from all programs of such Transacting Party Group directed to the (i) research, development, manufacture, sale, marketing, promotion or distribution of any Competing Product or (ii) research, development, manufacture, sale, marketing, promotion or distribution of any product for the diagnosis, prevention, or treatment of any of the Indications covered by any Development Plan under this Agreement, and (d) if such Transacting Party Group is a Peer Pharmaceutical Company, CG's JDC, JPWG and other working group representatives remain employees or contractors solely of the CG Group (and not such Transacting Party Group) or are otherwise no longer employed by the CG Group and not hired by the Transacting Party Group.

4. Section 4.3.1 (Exclusivity) of the Original Agreement is replaced in its entirety with the following:

4.3.1 CG Exclusivity. For a period beginning on the Effective Date and concluding [***] following first Marketing Approval for a Product, neither CG nor any of its Affiliates (which Affiliates shall not include a Transacting Party Group for so long as the conditions set forth in (a) through (d) of **Section 3.9.3 (Change of Control)** remain satisfied) shall: (a) promote, market, distribute, sell or otherwise commercialize a Competing Product; or (b) either directly or indirectly, appoint, license, or otherwise authorize or facilitate any Third Party, whether pursuant to such appointment, license or otherwise, to perform any of the activities set forth in the foregoing clause (a).

5. Section 7.5.7 (Royalty Buy-Out) of the Original Agreement is replaced in its entirety with the following:

7.5.7 Royalty Buy-Out.

(a) Change of Control. In the event of a Change of Control of CG during the Term, CG shall have the right to pay Kissei a single lump-sum in order to terminate CG's obligation to pay Kissei royalties pursuant to **Section 7.5.1 (Products in CG Territory)** and convert all licenses in **Section 4.2 (License Grants to CG)** into fully-paid licenses (the "**Buy-Out Option**").

(b) Exercise. Subject to **Section 7.5.7(d) (No Obligation)**, CG, itself or through a member of the Transacting Party Group, shall notify Kissei in writing if CG wishes to exercise its Buy-Out Option ("**Election Notice**"). If CG provides an Election Notice to Kissei, the amount payable by CG to Kissei in consideration for the Buy-Out Option, which shall be the fair market value, shall be determined by a Valuation Firm in accordance with **Section 7.5.7(c) (Valuation Firm)** (the "**Buy-Out Option Price**"). Following payment of the Buy-Out Option Price, which shall be within [***] from the date when the report described in **Section 7.5.7(c) (Valuation Firm)** indicating the amount of the Buy-Out Option Price is received by Kissei, CG's obligations under **Section 7.5 (Royalty Payments for Products by CG)** shall be terminated. CG may exercise the Buy-Out Option right only once during the Term, but CG's non-exercise of the Buy-Out Option for any particular Change of Control does not waive the Buy-Out Option for any subsequent Change of Control. CG must provide Kissei with the Election Notice within [***] after the Change of Control occurs or the Buy-Out Option will be deemed waived solely with respect to that Change of Control.

(c) Valuation Firm. The Buy-Out Option Price shall be finally determined by a reputable, independent third-party valuation firm ("**Valuation Firm**"), at CG's expense. Following Kissei's receipt of the Election Notice, the Parties shall mutually agree upon a list of no more than [***] valuation firms, and CG shall have the sole right to choose the Valuation Firm from such list; provided that if the Parties, using good faith efforts, cannot agree on a list within [***] of the Election Notice, CG shall choose the Valuation Firm. Prior to disclosing any Confidential Information to the Valuation Firm, CG, alone or in a three-way agreement with Kissei, at Kissei's reasonable option, shall enter into a confidentiality agreement consistent with **Article 10 (Confidentiality)** to facilitate disclosure of information to the Valuation Firm. The Valuation Firm shall develop and deliver a report of evidencing its calculations of the Buy-Out Option Price, in accordance with **Schedule 7.5.7**.

(d) No Obligation. CG and the Transacting Party Group shall have no obligation to exercise the Buy-Out Option, and any solicitation of information or pricing from a Valuation Firm shall not constitute the Election Notice. CG and the Transacting Party Group shall only have the obligation to pay the Buy-Out Option Price to Kissei once CG or the Transacting Party Group provides the Election Notice to Kissei and completes the process described in **Section 7.5.7(c) (Valuation Firm)**.

6. Section 14.3 (Termination by Either Party for Insolvency or Bankruptcy). Replace "**assessor**" with "**assets**".

[*The remainder of this page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this First Amendment as of the First Amendment Effective Date.

CG ONCOLOGY, INC

By: /s/ Arthur Kwan
Name: Arthur Kuan
Title: Chief Executive Officer

KISSEI PHARMACEUTICAL CO., LTD.

By: /s/ Mutsuo Kanzawa
Name: Mutsuo Kanzawa
Title: Chairman and Chief Executive Officer

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (this "Agreement") is made by and between CG Oncology, Inc. (the "Company"), and Arthur Kuan ("Executive") (collectively referred to herein as the "Parties" or individually referred to as a "Party"), effective as of March 15, 2023 (the "Effective Date").

RECITALS

WHEREAS, the Company currently employs Executive as its Chief Executive Officer pursuant to an Employment Agreement between Executive and the Company dated July 20, 2022 (the "Prior Agreement"); and

WHEREAS, the Parties desire to amend and restate the Prior Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the Parties hereto agree as follows:

AGREEMENT

1. Employment.

(a) General. Effective on the Effective Date, the Company shall employ Executive, and Executive shall be employed by the Company, for the period and in the positions set forth in this Section 1, and subject to the other terms and conditions herein provided.

(b) At-Will Employment. The Company and Executive acknowledge that Executive's employment is and shall continue to be at-will, as defined under applicable law, and that Executive's employment with the Company may be terminated by either Party at any time for any or no reason (subject to the notice requirements of Section 3(b)). This "at-will" nature of Executive's employment shall remain unchanged during Executive's tenure as an employee and may not be changed, except in an express writing signed by Executive and a duly authorized officer of the Company. If Executive's employment terminates for any reason, Executive shall not be entitled to any severance payments, benefits, awards or compensation other than as provided in this Agreement or otherwise agreed to in writing by the Company (including pursuant to the terms of any equity award agreement) or as provided by applicable law. The term of this Agreement (the "Term") shall commence on the Effective Date and end on the date this Agreement is terminated under Section 3.

(c) Positions and Duties. During the Term, Executive shall serve as Chief Executive Officer of the Company, with such responsibilities, duties and authority normally associated with such position and as may from time to time be reasonably assigned to Executive by the Board of Directors (the "Board"). Executive shall report to the Board. Executive shall devote substantially all of Executive's working time and efforts to the business and affairs of the Company (which shall include service to its affiliates, if applicable) and shall not engage in outside business activities (including serving on outside boards or committees) without the consent of the Board, *provided* that Executive shall be permitted to (i) manage Executive's personal, financial and legal affairs, (ii) participate in trade associations, and (iii) serve on the board of directors of not-for-profit or tax-exempt charitable organizations or, with the consent of the Board (not to be unreasonably withheld), the board of directors of non-competitive for-profit businesses, in each case, subject to compliance with this Agreement and provided that such activities do not materially interfere with Executive's performance of Executive's duties and responsibilities hereunder. Executive agrees to observe and comply with the reasonable rules and policies of the Company as adopted by the Company

from time to time (to the extent they do not conflict with the terms of this Agreement), in each case, as amended from time to time, and as delivered or made available to Executive (each, a "Policy"). The Company shall appoint Executive to the Board effective as of the Effective Date and shall renominate Executive to the Board upon expiration of his Board term during the Term. Executive's continued employment shall not be a condition to continued service by Executive on the Board.

(d) Principal Location. During the Term, Executive shall perform the services required by this Agreement at the Company's offices located in Irvine and/or Emeryville, California, *provided*, *however*, that the Parties acknowledge and agree that Executive may be required to travel to other locations as may be necessary to fulfill Executive's duties and responsibilities hereunder.

2. Compensation and Related Matters.

(a) Annual Base Salary. During the Term, Executive shall receive a base salary at a rate initially of $450,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company and shall be pro-rated for partial years of employment. Such annual base salary shall be reviewed (and may be adjusted for increase, but not decrease) from time to time (such annual base salary, as it may be adjusted from time to time, the "Annual Base Salary") by the Board or its compensation committee ("Compensation Committee").

(b) Annual Cash Bonus Opportunity. During the Term, Executive will be eligible to participate in an annual incentive program established by the Board or Compensation Committee with target level annual incentive compensation opportunities as may be determined by the Board or Compensation Committee from time to time, but with an annual "target level" incentive bonus opportunity (the "Target Bonus") that is not less than 40% of the Annual Base Salary. The annual bonus payable under the incentive program ("Annual Bonus") shall be based on the achievement of performance goals or such other criteria as may be determined by the Board or Compensation Committee. The payment of any Annual Bonus pursuant to the incentive program shall be subject to Executive's continued employment with the Company through the date of payment, except as otherwise provided in Section 4. The Annual Bonus shall be paid to Executive when paid generally to other senior executives of the Company, but in any event, to the extent determinable as of such time, not later than March 15th of the year immediately following the applicable year for which such Annual Bonus is being paid.

(c) Equity Awards. During the Term, Executive will be eligible to participate and receive awards under the Company's equity plans as in effect from time to time.

(d) Benefits. During the Term, Executive (and Executive's spouse and/or eligible dependents to the extent provided in the applicable plans and programs) shall be eligible to participate in and be covered under the health and welfare benefit plans and programs maintained by the Company for the benefit of its employees from time to time, pursuant to the terms of such plans and programs including any medical, life, hospitalization, dental, disability, accidental death and dismemberment and travel accident insurance plans and programs on the same terms and conditions as those applicable to similarly situated senior executives. In addition, during the Term, Executive shall be eligible to participate in any retirement, savings and other employee benefit plans and programs maintained from time to time by the Company for the benefit of its senior executive officers. Nothing contained in this Section 2(d) shall create or be deemed to create any obligation on the part of the Company to adopt or maintain any health, welfare, retirement or other benefit plan or program at any time or to create any limitation on the Company's ability to modify or terminate any such plan or program.

(e) Vacation or Paid Time Off. During the Term, Executive shall be entitled to paid personal leave in accordance with the Company's Policies applicable to similarly situated executives. Any vacation or paid time off shall be taken in the reasonable convenience of Executive. Through the Company's paid time-off policies Executive will receive paid sick leave as required by state and any applicable local laws.

(f) Business Expenses. During the Term, the Company shall reimburse Executive for all reasonable travel and other business expenses incurred by Executive in the performance of Executive's duties to the Company in accordance with the Company's Travel and Expense Policy.

(g) Indemnification and D&O Insurance. The Company shall indemnify Executive (and advance expenses to Executive) to the greatest extent permitted by applicable state law and shall provide Executive with coverage under a directors' and officers' liability insurance policy to the same extent provided to other senior executives and directors of the Company.

3. Termination of Employment.

Executive's employment hereunder and the Term may be terminated by the Company or Executive, as applicable, without any breach of this Agreement under the following circumstances and the Term will end on the Date of Termination:

(a) Circumstances.

(i) *Death*. Executive's employment hereunder shall terminate upon Executive's death.

(ii) *Disability*. If Executive has incurred a Disability (as defined below), the Company may terminate Executive's employment.

(iii) *Termination for Cause*. The Company may terminate Executive's employment for Cause (as defined below).

(iv) *Termination without Cause*. The Company may terminate Executive's employment without Cause.

(v) *Resignation from the Company with Good Reason.* Executive may resign Executive's employment with the Company with Good Reason (as defined below).

(vi) *Resignation from the Company without Good Reason*. Executive may resign Executive's employment with the Company for any reason other than Good Reason or for no reason.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 3 (other than termination pursuant to Section 3(a)(i)) shall be communicated by a written notice to the other Party hereto (i) indicating the specific termination provision in this Agreement relied upon, (ii) setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, if applicable, and (iii) specifying a Date of Termination which, if submitted by Executive, shall be at least thirty (30) days following the date of such notice (a "Notice of Termination"); *provided, however*, that in the event that Executive delivers a Notice of Termination to the Company, the Company may, in its sole discretion, change the Date of Termination to any date that occurs following the date of the Company's receipt of such Notice of Termination and is prior to the date specified in such Notice of Termination, but the termination will still be considered a resignation by Executive. A Notice of Termination submitted by the Company may provide for a Date of Termination on the date Executive receives the Notice of Termination, or any

date thereafter elected by the Company. The failure by either Party to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause or Good Reason shall not waive any right of the Party hereunder or preclude the Party from asserting such fact or circumstance in enforcing the Party's rights hereunder.

(c) Company Obligations upon Termination. Upon termination of Executive's employment pursuant to any of the circumstances listed in this Section 3, Executive (or Executive's estate, if applicable) shall be entitled to receive the following (the "Accrued Obligations"): (i) the portion of Executive's Annual Base Salary earned through the Date of Termination, but not yet paid to Executive (payable on the Company's next payroll date or such earlier date as required by applicable law); (ii) any expense reimbursements owed to Executive pursuant to Section 2(f), payable pursuant to the applicable policy; and (iii) any amount accrued and arising from Executive's participation in, or benefits accrued under any employee benefit plans, programs or arrangements, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements (collectively, the "Company Arrangements"). Except as otherwise expressly required by law (e.g., COBRA) or applicable Company Arrangement or as specifically provided herein, all of Executive's rights to salary, severance, benefits, bonuses, and other compensatory amounts hereunder (if any) shall cease upon the termination of Executive's employment hereunder. In the event that Executive's employment is terminated by the Company for any reason, Executive's sole and exclusive remedy for severance benefits shall be to receive the payments and benefits described in this Section 3(c) or Section 4, as applicable.

(d) Deemed Resignation. Upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from all offices and directorships, if any, then held with the Company or any of its subsidiaries, other than his position on the Board.

(e) Return of Property. Upon termination of Executive's employment for any reason, unless otherwise specified in a written agreement between Executive and the Company, Executive agrees to return to the Company all documents of the Company and its affiliates (and all copies thereof) and all other Company or Company affiliate property that Executive has in his or her possession, custody, or control. Such property includes, without limitation: (i) any materials of any kind that Executive knows contain or embody any proprietary or confidential information of the Company or an affiliate of the Company (and all reproductions thereof), (ii) computers (including, but not limited to, laptop computers, desktop computers and similar devices) and other portable electronic devices (including, but not limited to, tablet computers), cellular phones/smartphones, credit cards, phone cards, entry cards, identification badges and keys, and (iii) any correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents concerning the customers, business plans, marketing strategies, products and/or processes of the Company or any of its affiliates and any information received from the Company or any of its affiliates regarding third parties.

4. Severance Payments.

(a) Termination for Cause, or Termination Upon Death, Disability, Resignation from the Company Without Good Reason or Resignation from the Company for Good Reason Prior to a Change in Control or More Than Eighteen (18) Months Following a Change in Control. If Executive's employment shall terminate as a result of Executive's death pursuant to Section 3(a)(i) or Disability pursuant to Section 3(a)(ii), pursuant to Section 3(a)(iii) for Cause, pursuant to Section 3(a)(vi) for Executive's resignation from the Company without Good Reason, or pursuant to Section 3(a)(v) for Executive's resignation from the Company without Good Reason, and such resignation for Good Reason occurs prior to a Change in Control or more than eighteen (18) months following a Change in Control, then Executive shall not be entitled to any severance payments or benefits, except for the Accrued Obligations as provided in Section 3(c).

(b) Termination without Cause Prior to a Change in Control or More Than Eighteen (18) Months Following a Change in Control. If Executive's employment terminates without Cause pursuant to Section 3(a)(iv), and such termination without Cause occurs prior to a Change in Control or more than eighteen (18) months following a Change in Control, then subject to Sections 3(e), 4(d) and 9(k), and Executive's continued compliance with the terms of this Agreement (including, without limitation, Section 5), the Company shall pay Executive in addition to the Accrued Obligations set forth in Section 3(c), the following:

(i) an amount in cash equal to Executive's Annual Base Salary as in effect immediately prior to the Date of Termination, payable in a lump sum on the first regular payroll date following the effective date of Executive's Release (as defined below);

(ii) if Executive timely elects to receive continued medical, dental or vision coverage under one or more of the Company's group medical, dental or vision plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), then the Company shall directly pay, or reimburse Executive for, the COBRA premiums for Executive and Executive's covered dependents under such plans during the period commencing on Executive's Separation from Service and ending upon the earliest of (A) the last day of the twelve (12) month period following the Date of Termination, (B) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA or (C) the date Executive becomes eligible to receive medical, dental or vision coverage, as applicable, from a subsequent employer (and Executive agrees to promptly notify the Company of such eligibility) (the "COBRA Continuation Period"). Notwithstanding the foregoing, if the Company determines it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's and Executive's covered dependents' group health coverage in effect on the Date of Termination (which amount shall be based on the premium for the first month of COBRA coverage), less the amount Executive would have had to pay to receive group health coverage as an active employee for Executive and his or her covered dependents based on the cost sharing levels in effect on the Date of Termination, which payments shall for the remainder of the COBRA Continuation Period; and

(iii) an amount in cash equal to the Target Bonus (and without regard to any reduction in the Target Bonus that resulted in Executive's resignation with Good Reason), prorated for the portion of the year in which Executive's Date of Termination occurs that has elapsed through the Date of Termination, payable in a lump sum on the first regular payroll date following the effective date of Executive's Release (but in no event later than March 15 of the calendar year following the year in which Executive's Date of Termination occurs);

(iv) such number of the outstanding, unvested Company equity awards held by Executive under any Company equity compensation plans as would have vested during the twelve (12) months following the date of Executive's Separation from Service had Executive continued in employment or service with the Company during such period shall immediately become vested on the effectiveness of the Release, *provided*, *however*, that any performance-based equity award will remain subject to attainment of the relevant performance goals unless a more favorable or alternative provision is contained in an applicable award agreement.

(c) Change in Control. In lieu of the payments and benefits set forth in Section 4(b), in the event Executive's employment terminates without Cause pursuant to Section 3(a)(iv), or pursuant to Section 3(a)(v) due to Executive's resignation with Good Reason, in either case, on or within eighteen (18) months following the date of a Change in Control, then subject to Sections 3(e), 4(d) and 9(k), and Executive's continued compliance with the terms of this Agreement (including, without limitation, Section 5), the Company shall pay, Executive, in addition to the Accrued Obligations set forth in Section 3(c), the following:

(i) an amount in cash equal to Executive's Annual Base Salary as in effect immediately prior to the Date of Termination (and without regard to any reduction in Annual Base Salary that resulted in Executive's resignation with Good Reason), payable in a lump sum on the first regular payroll date following the effective date of Executive's Release;

(ii) an amount in cash equal to the Target Bonus (and without regard to any reduction in the Target Bonus that resulted in Executive's resignation with Good Reason), payable in a lump sum on the first regular payroll date following the effective date of Executive's Release (but in no event later than March 15 of the calendar year following the year in which Executive's Date of Termination occurs);

(iii) if Executive timely elects to receive continued medical, dental or vision coverage under one or more of the Company's group medical, dental or vision plans pursuant to COBRA, then the Company shall directly pay, or reimburse Executive for, the COBRA premiums for Executive and Executive's covered dependents under such plans during the period commencing on Executive's Separation from Service and ending upon the earliest of (A) the last day of the twelve (12) month period following the Date of Termination, (B) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA or (C) the date Executive becomes eligible to receive medical, dental or vision coverage, as applicable, from a subsequent employer (and Executive agrees to promptly notify the Company of such eligibility) (the "CIC COBRA Continuation Period"). Notwithstanding the foregoing, if the Company determines it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's and Executive's covered dependents' group health coverage in effect on the Date of Termination (which amount shall be based on the premium for the first month of COBRA coverage), less the amount Executive would have had to pay to receive group health coverage as an active employee for Executive and his or her covered dependents based on the cost sharing levels in effect on the Date of Termination, which payments shall for the remainder of the CIC COBRA Continuation Period; and

(iv) all outstanding, unvested Company equity awards held by Executive under any Company equity compensation plans shall immediately become 100% vested on the effectiveness of the Release, *provided*, *however*, that any performance-based equity award will remain subject to attainment of the relevant performance goals unless a more favorable or alternative provision is contained in an applicable award agreement.

(d) Release. Notwithstanding the foregoing, it shall be a condition to the Executive's right to receive the amounts provided for in Sections 4(b) and 4(c) hereof that the Executive execute and deliver to the Company an effective release of claims in substantially the form attached hereto as Exhibit A (the "***Release***") within 21 days (or, to the extent required by law, 45 days) following the Date of Termination and that the Executive not revoke such Release during any applicable revocation period. For the avoidance of doubt, all equity awards eligible for accelerated vesting pursuant to this Section 4 shall remain outstanding and eligible to vest following the Date of Termination and shall actually vest and become exercisable (if applicable) and non-forfeitable upon the effectiveness of the Release.

(e) Exclusive Remedy. In the event of a termination of Executive's employment with the Company, Executive's sole remedy shall be to receive the payments and benefits described in this Section 4. In addition, Executive acknowledges and agrees that he or she is not entitled to any reimbursement by the Company for any taxes payable by Executive as a result of the payments and benefits received by Executive pursuant to this Section 4, including, without limitation, any excise tax imposed by Section 4999 of the Code. Any payments made to Executive under this Section 4 shall be inclusive of any amounts or benefits to which Executive may be entitled pursuant to the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Sections 2101 et seq., and the Department of Labor regulations thereunder, or any similar state statute.

5. Covenants.

(a) Executive hereby acknowledges that Executive has previously entered into the Company's standard form of agreement containing confidentiality, intellectual property assignment and other protective covenants (the "Restrictive Covenant Agreement"), a copy of which is attached hereto as Exhibit B, that Executive shall continue to be bound by the terms and conditions of the Restrictive Covenant Agreement, and that such agreement shall be additional to, and not in limitation of, the covenants contained in this Section 5.

(b) Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company and its subsidiaries and affiliates, which shall have been obtained by Executive in connection with Executive's employment by the Company and which shall not be or become public knowledge (other than by acts by Executive or representatives of Executive in violation of this Agreement). After termination of Executive's employment with the Company, Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data, to anyone other than the Company and those designated by it; *provided*, *however*, that if Executive receives actual notice that Executive is or may be required by law or legal process to communicate or divulge any such information, knowledge or data, Executive shall promptly so notify the Company.

(c) While employed by the Company, Executive shall not be engaged in any other business activity that would be competitive with the business of the Company and its subsidiaries or affiliates. In addition, while employed by the Company and for a period of twelve (12) months after the Date of Termination, Executive shall not directly or indirectly solicit, induce, or encourage any employee or consultant of the Company and/or its subsidiaries and affiliates to terminate their employment or other relationship with the Company and its subsidiaries and affiliates or to cease to render services to the Company and/or its subsidiaries and affiliates and Executive shall not initiate discussion with any such person for any such purpose or authorize or knowingly cooperate with the taking of any such actions by any other individual or entity except, in each case, to the extent the foregoing occurs as a result of general advertisements or other solicitations not specifically targeted to such employees and consultants.

(d) Subject to Section 5(f), during Executive's service with the Company and thereafter, excepting any litigation between the Parties, (i) Executive agrees not to publish or disseminate, directly or indirectly, any statements, whether written or oral, that are or could be harmful to or reflect negatively on any of the Company or any of its subsidiaries or affiliates, or that are otherwise disparaging of any policies, procedures, practices, decision-making, conduct, professionalism or compliance with standards of the Company, its affiliates or any of their past or present officers, directors, employees, advisors or agents, and (ii) the Company agrees to instruct its directors and executive officers not to publish or disseminate, directly or indirectly, any statements, whether written or oral, that are or could be harmful to or reflect negatively on Executive's personal or business reputation or business.

(e) In recognition of the fact that irreparable injury will result to the Company in the event of a breach by Executive of his or her obligations under Sections 5(a)-(d) hereof, that monetary damages for such breach would not be readily calculable, and that the Company would not have an adequate remedy at law therefor, Executive acknowledges, consents and agrees that in the event of such breach, or the threat thereof, the Company shall be entitled, in addition to any other legal remedies and damages available, to specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by Executive and to cease the payment of any benefits under Section 4(b) or (c) above.

(f) Notwithstanding anything in this Agreement or the Restrictive Covenant Agreement or, if applicable, the Arbitration Agreement (as defined below) to the contrary, nothing contained in this Agreement shall prohibit either party (or either party's attorney(s)) from (i) filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or any other securities regulatory agency, self-regulatory authority or federal, state or local regulatory authority (collectively, "Government Agencies"), or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation, (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to any Government Agencies for the purpose of reporting or investigating a suspected violation of law, or from providing such information to such party's attorney(s) or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding, and/or (iii) receiving an award for information provided to any Government Agency. Pursuant to 18 USC Section 1833(b), Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, nothing in this Agreement is intended to or shall preclude either party from providing truthful testimony in response to a valid subpoena, court order, regulatory request or other judicial, administrative or legal process or otherwise as required by law. If Executive is required to provide testimony, then unless otherwise directed or requested by a Government Agency or law enforcement, Executive shall notify the Company as soon as reasonably practicable after receiving any such request of the anticipated testimony.

6. Assignment and Successors.

The Company may assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise). This Agreement shall be binding upon and inure to the benefit of the Company, Executive and their respective successors, assigns, personal and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. None of Executive's rights or obligations may be assigned or transferred by Executive, other than Executive's rights to payments hereunder, which may be transferred only by will or operation of law. Notwithstanding the foregoing, Executive shall be entitled, to the extent permitted under applicable law and applicable Company Arrangements, to select and change a beneficiary or beneficiaries to receive compensation hereunder following Executive's death by giving written notice thereof to the Company.

7. Certain Definitions.

(a) Cause. The Company shall have "Cause" to terminate Executive's employment hereunder upon:

(i) the continued failure by Executive to substantially perform Executive's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Executive by the Company or an affiliate that specifically identifies the alleged manner in which Executive has not substantially performed Executive's duties and after Executive has been provided with a thirty (30) day cure period, or Executive's deliberate violation of a Company policy;

(ii) the engaging by Executive in illegal conduct or misconduct (including fraud, embezzlement, theft or dishonesty or material violation of any Company policy), or gross negligence, in any case that has caused or is reasonably expected to result in injury to the Company or any affiliate;

(iii) Executive's commission of, or plea of no contest to, a felony or any misdemeanor crime involving fraud, moral turpitude or dishonesty;

(iv) Executive's material breach of any written agreement or restrictive covenants with the Company; or

(v) Executive's violation of any law, rule or regulation relating in any way to the business or activities of the Company or any affiliate, or other law, rule or regulation that is violated, during the course of Executive's performance of services hereunder that results in Executive's regulatory suspension or disqualification, including, without limitation, the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335(a), or any similar legislation applicable in the United States or in any other country where the Company or any affiliate intends to develop its activities.

No action or inaction based upon direction of the Board or advice of counsel to the Company shall constitute Cause. Poor performance shall not, in and of itself, constitute Cause. No termination of Executive's employment for Cause shall occur absent a resolution of the Board and the reasonable opportunity for Executive (with Executive's counsel) to be heard before the Board.

(b) Change in Control. "Change in Control" shall have the meaning set forth in the Company's 2022 Incentive Award Plan, as in effect on the Effective Date.

(c) Code. "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

(d) Date of Termination. "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death; or (ii) if Executive's employment is terminated pursuant to Section 3(a)(ii)-(vi) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 3(b), whichever is earlier.

(e) Disability. "Disability" shall mean, at any time the Company sponsors a long-term disability plan for the Company's employees, "disability" as defined in such long-term disability plan for the purpose of determining a participant's eligibility for benefits, *provided, however*, if the long-term disability plan contains multiple definitions of disability, "Disability" shall refer to that definition of disability which, if Executive qualified for such disability benefits, would provide coverage for the longest period of time. The determination of whether Executive has a Disability shall be made by the person or

persons required to make disability determinations under the long-term disability plan. At any time the Company does not sponsor a long-term disability plan for its employees, "Disability" shall mean Executive's inability to perform, with reasonable accommodation, the essential functions of Executive's positions hereunder for a total of 180 days within a 12 month period as a result of incapacity due to mental or physical illness as determined by a physician selected by the Company or its insurers and acceptable to Executive or Executive's legal representative, with such agreement as to acceptability not to be unreasonably withheld or delayed. Any refusal by Executive to submit to a medical examination for the purpose of determining Disability shall be deemed to constitute conclusive evidence of Executive's Disability.

(f) Good Reason. For the sole purpose of determining Executive's right to severance payments and benefits as described above, Executive's resignation will be with "Good Reason" if Executive resigns within one hundred twenty (120) days after any of the following events, unless Executive expressly consents in writing to the applicable event: (i) a reduction in Executive's Annual Base Salary or Target Bonus, other than a reduction of less than ten percent (10%) (aggregating all prior reductions) that is implemented in connection with a contemporaneous reduction in annual base salaries affecting other senior executives of the Company; (ii) a material decrease in Executive's authority or areas of responsibility as are commensurate with Executive's title or position with the Company (including the failure to nominate Executive to the Board); (iii) the relocation of Executive's primary office to a location that increases Executive's one-way commute by more than fifty (50) miles from Executive's commute to the location at which Executive is employed prior to such change; or (iv) the Company's breach of a material provision of this Agreement. Notwithstanding the foregoing, no Good Reason will have occurred unless and until: (a) Executive has provided the Company, within sixty (60) days of Executive's knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, written notice stating with specificity the applicable facts and circumstances underlying such finding of Good Reason; (b) the Company has had an opportunity to cure the same within thirty (30) days after the receipt of such notice; and (c) the Company shall have failed to so cure within such period.

8. Parachute Payments.

(a) Best Pay Provision. In the event that any payment or benefit received or to be received by Executive pursuant to the terms of any plan, arrangement or agreement (including any payment or benefit received in connection with a change in ownership or control or the termination of Executive's employment) (all such payments and benefits being hereinafter referred to as the "Total Payments") would be subject (in whole or part) to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, then the Total Payments shall be reduced to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (i) the net amount of such Total Payments, as so reduced (after subtracting the amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments); provided, however, that this sentence shall not apply if, immediately before the change in ownership or control on which such Total Payments are contingent or otherwise relate, no stock in the Company is readily tradeable on an established securities market or otherwise (as determined in accordance with Treasury Reg. Section 1.280G-1 Q&A 6). Except to the extent that an alternative reduction order would result in a greater economic benefit to Executive on an after-tax basis, the Parties intend that the Total Payments shall be reduced in the following order: (w) reduction of any cash severance payments otherwise payable to Executive that are exempt from Section 409A of the Code, (x) reduction of any other cash payments or benefits otherwise payable to Executive that

are exempt from Section 409A of the Code, but excluding any payment attributable to the acceleration of vesting or payment with respect to any equity award that is exempt from Section 409A of the Code, (y) reduction of any other payments or benefits otherwise payable to Executive on a pro-rata basis or such other manner that complies with Section 409A of the Code, but excluding any payment attributable to the acceleration of vesting and payment with respect to any equity award that is exempt from Section 409A of the Code, and (z) reduction of any payments attributable to the acceleration of vesting or payment with respect to any equity award that is exempt from Section 409A of the Code; *provided*, in case of clauses (x), (y) and (z), that reduction of any payments or benefits attributable to the acceleration of vesting of Company equity awards shall be first applied to equity awards with later vesting dates; *provided*, *further*, that, notwithstanding the foregoing, any such reduction shall be undertaken in a manner that complies with and does not result in the imposition of additional taxes on Executive under Section 409A of the Code. The foregoing reductions shall be made in a manner that results in the maximum economic benefit to Executive on an after-tax basis and, to the extent economically equivalent payments or benefits are subject to reduction, in a pro rata manner.

(b) Determinations. All determinations regarding the application of this Section 8 shall be made by an independent accounting firm or consulting group with nationally recognized standing and substantial expertise and experience in performing calculations regarding the applicability of Section 280G of the Code and the Excise Tax retained by the Company prior to the date of the applicable change in ownership or control (the "280G Firm"). For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments shall be taken into account which (x) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, or (y) constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation, (ii) no portion of the Total Payments the receipt or enjoyment of which Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the 280G Firm in accordance with the principles of Sections 280G(d)(3) and (4) of the Code. All determinations related to the calculations to be performed pursuant to this "Section 280G Treatment" section shall be done by the 280G Firm. The 280G Firm will be directed to submit its determination and detailed supporting calculations to both Executive and the Company within fifteen (15) days after notification from either the Company or Executive that Executive may receive payments which may be "parachute payments." Executive and the Company will each provide the 280G Firm access to and copies of any books, records, and documents as may be reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Agreement. The fees and expenses of the 280G Firm for its services in connection with the determinations and calculations contemplated by this Agreement will be borne solely by the Company.

(c) Exception. Notwithstanding the foregoing, if any portion of the Total Payments would not be subject to the Excise Tax if the stockholder approval requirements of Section 280G(b)(5) of the Code are satisfied, subject to Executive's waiver of the rights to such portion of the Total Payments above the safe harbor threshold in accordance with and to the extent required by Section 280G of the Code with respect to any portion of the Total Payments that would otherwise be subject to excise tax imposed by Section 4999 of the Code (before giving effect to any reduction in the Total Payments contemplated above), the Company shall use its reasonable best efforts to cause such payments to be submitted for such approval prior to the event giving rise to such payments. To the extent the Company submits any payment or benefit payable to Executive under this Agreement or otherwise to the Company's stockholders for approval in accordance with Treasury Reg. Section 1.280G-1 Q&A 7, the foregoing provisions under this Section 8

shall not apply following such submission and such payments and benefits will be treated in accordance with the results of such vote, except that any reduction in, or waiver above the safe harbor threshold of, such payments or benefits required by such vote will be applied without any application of discretion by Executive and in the order prescribed in Section 8(a).

9. Miscellaneous Provisions.

(a) Governing Law and Venue. This Agreement shall be governed, construed, interpreted and enforced in accordance with its express terms, and otherwise in accordance with the substantive laws of the State of California without reference to the principles of conflicts of law of the State of California or any other jurisdiction that would result in the application of the laws of a jurisdiction other than the State of California, and where applicable, the laws of the United States. Any suit brought hereon shall be brought in the state or federal courts sitting in Orange County, California, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

(b) Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(c) Notices. Any notice, request, claim, demand, document, and other communication hereunder to any Party shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by facsimile, email or certified or registered mail, postage prepaid, as follows:

(i) If to the Company, to the Chairman of the Board of the Company at the Company's headquarters,

(ii) If to Executive, to the last address that the Company has in its personnel records for Executive, or

(iii) At any other address as any Party shall have specified by notice in writing to the other Party.

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Signatures delivered by facsimile or PDF shall be deemed effective for all purposes.

(e) Entire Agreement. The terms of this Agreement, and the Restrictive Covenant Agreement incorporated herein by reference as set forth in Section 5, are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and supersede all prior understandings and agreements, whether written or oral, including any prior employment offer letter or employment agreement between Executive and the Company (including the Prior Agreement). The Parties further intend that this Agreement shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

(f) Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by Executive and a duly authorized officer of Company. By an instrument in writing similarly executed, Executive or a duly authorized officer of the Company may waive compliance by the other Party with any specifically identified provision of this Agreement that such other

Party was or is obligated to comply with or perform; *provided*, *however*, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder will preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

(g) Construction. This Agreement shall be deemed drafted equally by both the Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any Party shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (i) the plural includes the singular and the singular includes the plural; (ii) "and" and "or" are each used both conjunctively and disjunctively; (iii) "any," "all," "each," or "every" means "any and all," and "each and every"; (iv) "includes" and "including" are each "without limitation"; (v) "herein," "hereof," "hereunder" and other similar compounds of the word "here" refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (vi) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

(h) Arbitration. The Company offers a voluntary arbitration program for California employees, which will be provided to Executive separately. The program is not a condition of employment. In the event Executive elects to participate in such voluntary arbitration program, such agreement shall be referred to herein as the "Arbitration Agreement."

(i) Enforcement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(j) Withholding. The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to rely on the advice of counsel if any questions as to the amount or requirement of withholding shall arise.

(k) Section 409A.

(i) *General.* The intent of the Parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Company and Executive agree in good faith that the payments and benefits under this Agreement would not comply with Section 409A, the Parties hereto shall reasonably and in good faith attempt to modify this Agreement to comply with Section 409A while endeavoring to maintain the intended economic benefits hereunder.

(ii) *Separation from Service.* Notwithstanding anything in this Agreement to the contrary, (A) any compensation or benefits payable under this Agreement that is designated under this Agreement as payable upon Executive's termination of employment shall be payable only upon Executive's "separation from service" with the Company within the meaning of Section 409A (a "Separation from Service") and (B) in the event that, with respect to the amounts payable under Sections 4(b) or 4(c), the timing of the delivery of Executive's Release could cause such amounts to begin in one or another taxable year, to the extent such amounts are subject to Section 409A, then notwithstanding the payment timing set forth in such Sections, such amounts shall not be payable until the later of (1) the payment date specified in such Section or (2) the first business day of the taxable year following Executive's Separation from Service.

(iii) *Specified Employee.* Notwithstanding anything in this Agreement to the contrary, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (x) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company or (y) the date of Executive's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Executive (or Executive's estate or beneficiaries), and any remaining payments due to Executive under this Agreement shall be paid as otherwise provided herein.

(iv) *Expense Reimbursements.* To the extent that any reimbursements under this Agreement are subject to Section 409A, (A) any such reimbursements payable to Executive shall be paid to Executive no later than December 31 of the year following the year in which the expense was incurred, (B) Executive shall submit Executive's reimbursement request promptly following the date the expense is incurred, (C) the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, other than medical expenses referred to in Section 105(b) of the Code, and (D) Executive's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) *Installments.* Executive's right to receive any installment payments under this Agreement, including without limitation any continuation salary payments that are payable on Company payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

(l) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5 through 9 will survive the termination of Executive's employment and the termination of the Term.

10. Executive Acknowledgement.

Executive acknowledges that Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on Executive's own judgment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

CG ONCOLOGY, INC.

By: /s/ Simone Song
Name: Simone Song
Title: Member of the Board of Directors & Chairman of the Compensation Committee

EXECUTIVE

/s/ Arthur Kuan
Print Name: Arthur Kuan

[Signature Page to Amended and Restated Employment Agreement]

EXHIBIT A

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made by and between Arthur Kuan ("Executive") and CG Oncology, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Amended and Restated Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Amended and Restated Employment Agreement, dated as of March 15, 2023 (the "Employment Agreement") and that certain Restrictive Covenant Agreement (as defined in the Employment Agreement); and

WHEREAS, in connection with Executive's termination of employment with the Company or a subsidiary or affiliate of the Company effective [_____], 20[__], the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releases as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive's ownership of vested equity securities of the Company, vested benefits or Executive's right to indemnification or liability insurance by the Company or any of its affiliates pursuant to contract or applicable law (collectively, the "Retained Claims").

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive's execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

1. Severance Payments and Benefits; Salary and Benefits. The Company agrees to provide Executive with the severance payments and benefits described in Section 4 of the Employment Agreement, payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement. In addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive the Accrued Obligations described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof.

2. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, any of its direct or indirect subsidiaries, and any of its or their current and former officers, directors, equityholders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees") related to Executive's employment with the Company or its subsidiaries or termination therefrom. Executive, on Executive's own behalf and on behalf of any of Executive's affiliated companies or entities and any of their respective heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement relating to Executive's employment with the Company or its subsidiaries or termination therefrom, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of the Company or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002; and the California Fair Employment and Housing Act, California Government Code Section 12940, et seq.;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company or any of its affiliates; and

(i) any and all claims for attorneys' fees and costs.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EXECUTIVE, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS EXECUTIVE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation and any right to receive an award for information provided thereunder, Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company for discrimination (with the understanding that Executive's release of claims herein bars Executive from recovering such monetary relief from the Company or any Releasee for any alleged discriminatory treatment), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims for indemnity under the bylaws of the Company, as provided for by California or Delaware law or under any applicable insurance policy with respect to Executive's liability as an employee, director or officer of the Company, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law and any Retained Claims. This release further does not release claims for breach of Section 3(c) or Section 4 of the Employment Agreement.

3. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has [twenty-one (21)] days within which to consider this Agreement, and the Parties agree that such time period to review this Agreement shall not be extended upon any material or immaterial changes to this Agreement; (c) Executive has seven business days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the [twenty-one (21)] day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

4. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

5. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

6. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 9(a), 9(c), and 9(h) of the Employment Agreement.

7. Effective Date. Executive has seven business days after Executive signs this Agreement to revoke it and this Agreement will become effective on the day immediately following the seventh business day after Executive signed this Agreement (the "Effective Date").

8. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EXECUTIVE

Dated: _____

_____

Print Name: Arthur Kuan

CG ONCOLOGY, INC.

Dated: _____

By: _____

Name: _____

Title: _____

EXHIBIT B

RESTRICTIVE COVENANT AGREEMENT

[*Attached*]

Exhibit 10.10

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made by and between CG Oncology, Inc. (the "Company"), and Ambaw Bellete ("Executive") (collectively referred to herein as the "Parties" or individually referred to as a "Party"), effective as of 09-Jul-2023 (the "Effective Date").

RECITALS

WHEREAS, the Company seeks to employ Executive as its President and Chief Operating Officer; and

WHEREAS, the Parties desire to enter into an agreement setting forth the terms of such employment as of the Effective Date, which supersedes any and all prior understandings and agreements, whether written or oral, including any prior employment offer letters, between Executive and the Company or any of its affiliates, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the Parties hereto agree as follows:

AGREEMENT

1. Employment.

(a) General. Effective on the Effective Date, the Company shall employ Executive, and Executive shall be employed by the Company, for the period and in the positions set forth in this Section 1, and subject to the other terms and conditions herein provided.

(b) At-Will Employment. The Company and Executive acknowledge that Executive's employment is and shall continue to be at-will, as defined under applicable law, and that Executive's employment with the Company may be terminated by either Party at any time for any or no reason (subject to the notice requirements of Section 3(b)). This "at-will" nature of Executive's employment shall remain unchanged during Executive's tenure as an employee and may not be changed, except in an express writing signed by Executive and a duly authorized officer of the Company. The term of this Agreement (the "Term") shall commence on the Effective Date and end on the date this Agreement is terminated under Section 3.

(c) Positions and Duties. During the Term, Executive initially shall serve as President and Chief Operating Officer of the Company, with such responsibilities, duties and authority normally associated with such positions and as may from time to time be reasonably assigned to Executive by the Chief Executive Officer of the Company (the "CEO"). Initial functional oversight will include Commercial, Sales, Marketing, Regulatory, Quality, Project Management, and Alliance Management with an overall focus on working with the Board of Directors and CEO to exploit market opportunities and build relationships with investors, partners, industry contacts, and customers to create long term value for the organization; defining the strategies and tactics across the organization that will help achieve the corporate strategic plan and goals to advance the product pipeline, marketing/sales, productivity, and profitability targets; working with every functional leader to help them optimize productivity; increasing revenue/cash flow while also helping to manage operational costs; and developing strategies and tactics to operationalize corporate growth opportunities leveraging the organization's resources. Executive shall report to the CEO. Executive shall devote substantially all of Executive's working time and efforts to the business and affairs of the Company (which shall include service to its affiliates, if applicable) and shall not engage in outside business activities (including serving on outside boards or committees) without the consent of the CEO or

the Board, *provided* that Executive shall be permitted to (i) manage Executive's personal, financial and legal affairs, (ii) participate in trade associations, (iii) serve on the board of directors of not-for-profit or tax-exempt charitable organizations or, with the consent of the Board (not to be unreasonably withheld), the board of directors of non-competitive for-profit businesses, in each case, subject to compliance with this Agreement and provided that such activities do not materially interfere with Executive's performance of Executive's duties and responsibilities hereunder, and (iv) provide consulting services to the non-competitive businesses listed on Schedule 1 hereto, subject to compliance with this Agreement and provided that such consulting services are performed in a manner consistent with such services performed prior to the Effective Date and do not materially interfere with Executive's performance of Executive's duties and responsibilities hereunder. Executive's engagement in outside business activities, including consulting services for any additional non-competitive businesses that are not listed on Schedule 1, shall be subject to the consent of the CEO or Board. Executive agrees to observe and comply with the reasonable rules and policies of the Company as adopted by the Company from time to time (to the extent they do not conflict with the terms of this Agreement), in each case, as amended from time to time, and as delivered or made available to Executive (each, a "Policy").

(d) Principal Location. During the Term, Executive shall perform the services required by this Agreement at his home office in New Jersey, located at 2 Vail Lane, Flemington, NJ 08822 (the "Principal Location") as of the Effective Date, *provided*, *however*, that the Parties acknowledge and agree that Executive may be required to travel to other locations as may be necessary to fulfill Executive's duties and responsibilities hereunder.

2. Compensation and Related Matters.

(a) Annual Base Salary. During the Term, Executive shall receive a base salary at a rate initially of $430,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company and shall be pro-rated for partial years of employment. Such annual base salary shall be reviewed (and may be adjusted for increase, but not decrease) from time to time (such annual base salary, as it may be adjusted from time to time, the "Annual Base Salary") by the Board or its compensation committee ("Compensation Committee").

(b) Annual Cash Bonus Opportunity. During the Term, Executive will be eligible to participate in an annual incentive program established by the Board or Compensation Committee with target level annual incentive compensation opportunities as may be determined by the Board or Compensation Committee from time to time, but with an annual "target level" incentive bonus opportunity (the "Target Bonus") that is not less than 40% of the Annual Base Salary. The annual bonus payable under the incentive program ("Annual Bonus") shall be based on the achievement of performance goals or such other criteria as may be determined by the Board or Compensation Committee. The payment of any Annual Bonus pursuant to the incentive program shall be subject to Executive's continued employment with the Company through the date of payment, except as otherwise provided in Section 4. The Annual Bonus shall be paid to Executive when paid generally to other senior executives of the Company, but in any event, to the extent determinable as of such time, not later than March 15th of the year immediately following the applicable year for which such Annual Bonus is being paid. For the year ending December 31, 2023, Executive's Annual Bonus shall not be pro-rated for the partial year of employment and Executive shall receive the full Annual Bonus for 2023 based on the level of achievement of performance goals or other such criteria as determined by the Board or Compensation Committee.

(c) Sign-On Bonus. Executive shall be entitled to a one-time signing bonus equal to the amount of $125,000, less any taxable withholdings (the "Sign-On Bonus"), which will be paid not later than 30 days following Executive's start date. If Executive is terminated for Cause or voluntarily leaves the Company without Good Reason prior to completing twelve (12) months of service from Executive's start date, Executive shall be required to repay to the Company, within thirty (30) days following Executive's last day of employment with the Company, 100% of the Sign-On Bonus.

(d) Equity Awards. During the Term, Executive will be eligible to participate and receive awards under the Company's equity plans as in effect from time to time.

(i) *Initial Option*: On June 14, 2023, Executive was granted stock options to purchase 4,122,091 shares of the Company's common stock (the "Shares") (the "Initial Option"). The Initial Option was granted in accordance with the Company's 2022 Incentive Award Plan (the "Plan") and related stock option documents. The Initial Option has an exercise price per share equal to the fair market value on the grant date, as determined by the Board. Subject to Executive's continued employment with the Company, the Initial Option will vest over a four-year period starting on the Effective Date (the "Vesting Commencement Date"), with 25% of the shares fully vested twelve (12) months after the Vesting Commencement Date and the remainder vesting in thirty-six (36) equal monthly installments over the subsequent three (3) year period.

(ii) *Milestone Option*: On June 14, 2023, Executive was also granted stock options to purchase 1,161,680 Shares (the "Milestone Option"). The Milestone Option was granted in accordance with the Plan and related stock option documents. The Milestone Option has an exercise price per share equal to the fair market value on the grant date, as determined by the Board. The Milestone Option will vest as follows:

(A) 280,000 Shares subject to the Milestone Option (the "First Milestone Option") will be eligible to vest upon successful completion of the initial public offering of the Company's common stock on a public exchange by December 31, 2026, subject to Executive's continued employment with the Company through such date;

(B) 280,000 Shares subject to the Milestone Option (the "Second Milestone Option") will be eligible to vest upon the enrolment of the first patient in the IR trial by December 31, 2026, subject to Executive's continued employment with the Company through such date;

(C) 160,840 Shares subject to the Milestone Option (the "Third Milestone Option") will be eligible to vest upon the Company achieving commercial organization readiness by December 31, 2026, as determined by the Board, subject to Executive's continued employment with the Company through such date;

(D) 280,000 Shares subject to the Milestone Option (the "Fourth Milestone Option") will be eligible to vest upon the approval by the Federal Drug Administration of the Company's Biologics License Application with respect to cretostimogene grenadenorepvec (CG0070) ("BLA Approval"), provided such BLA Approval occurs on or before December 31, 2026, subject to Executive's continued employment with the Company through such date; and

(E) 160,840 Shares subject to the Milestone Option (the "Fifth Milestone Option") will be eligible to vest upon the Company's achievement of the first successful commercial sale by December 31, 2026, subject to Executive's continued employment with the Company through such date.

(e) Benefits. During the Term, Executive (and Executive's spouse and/or eligible dependents to the extent provided in the applicable plans and programs) shall be eligible to participate in and be covered under the health and welfare benefit plans and programs maintained by the Company for the benefit of its employees from time to time, pursuant to the terms of such plans and programs including any medical, life, hospitalization, dental, disability, accidental death and dismemberment and travel accident insurance plans and programs on the same terms and conditions as those applicable to similarly situated senior executives. In addition, during the Term, Executive shall be eligible to participate in any retirement, savings and other employee benefit plans and programs maintained from time to time by the Company for the benefit of its senior executive officers. Nothing contained in this Section 2(e) shall create or be deemed to create any obligation on the part of the Company to adopt or maintain any health, welfare, retirement or other benefit plan or program at any time or to create any limitation on the Company's ability to modify or terminate any such plan or program.

(f) Vacation or Paid Time Off. During the Term, Executive shall be entitled to paid personal leave in accordance with the Company's Policies applicable to similarly situated executives. Any vacation or paid time off shall be taken in the reasonable convenience of Executive. Through the Company's paid time-off policies Executive will receive paid sick leave as required by state and any applicable local laws.

(g) Business Expenses. During the Term, the Company shall reimburse Executive for all reasonable travel and other business expenses incurred by Executive in the performance of Executive's duties to the Company in accordance with the Company's Travel and Expense Reimbursement Policy.

(h) Relocation Reimbursement. If the Company should require Executive to relocate from the Principal Location to the Orange County, California area in order to work from the Company's principal executive offices, the Company shall pay for or reimburse Executive for Executive's reasonable relocation expenses (the "Relocation Reimbursement"). In addition, the Company shall pay to Executive a tax gross-up (the "Tax Gross-Up") for any federal and state income and employment taxes that Executive is required to pay resulting from the Relocation Reimbursement and from the Tax Gross-Up, which Tax Gross-Up shall be paid in accordance with Treasury Regulation Section 1.409A-3(i)(1)(v). The Relocation Reimbursement and any Tax Gross-Up shall be subject to an aggregate cap of $90,000. All amounts eligible for the Relocation Reimbursement must be incurred by and paid to Executive during the term of Executive's employment with the Company. The Relocation Reimbursement and the Tax Gross-Up shall be paid to Executive within thirty (30) days following the Company's receipt of a written request for such reimbursement, but subject to receipt by the Company of supporting receipts and/or documentation and/or receipts in form and substance reasonably acceptable to the Company in a manner required by the Company's Travel and Expense Reimbursement Policy.

(i) Indemnification and D&O Insurance. The Company shall indemnify Executive (and advance expenses to Executive) to the greatest extent permitted by applicable state law and shall provide Executive with coverage under a directors' and officers' liability insurance policy to the same extent provided to other senior executives and directors of the Company.

3. Termination of Employment.

Executive's employment hereunder and the Term may be terminated by the Company or Executive, as applicable, without any breach of this Agreement under the following circumstances and the Term will end on the Date of Termination:

(a) Circumstances.

(i) *Death*. Executive's employment hereunder shall terminate upon Executive's death.

(ii) *Disability*. If Executive has incurred a Disability (as defined below), the Company may terminate Executive's employment.

(iii) *Termination for Cause*. The Company may terminate Executive's employment for Cause (as defined below).

(iv) *Termination without Cause*. The Company may terminate Executive's employment without Cause.

(v) *Resignation from the Company with Good Reason.* Executive may resign Executive's employment with the Company with Good Reason (as defined below).

(vi) *Resignation from the Company without Good Reason*. Executive may resign Executive's employment with the Company for any reason other than Good Reason or for no reason.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 3 (other than termination pursuant to Section 3(a)(i)) shall be communicated by a written notice to the other Party hereto (i) indicating the specific termination provision in this Agreement relied upon, (ii) setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, if applicable, and (iii) specifying a Date of Termination which, if submitted by Executive, shall be at least thirty (30) days following the date of such notice (a "Notice of Termination"); *provided, however*, that in the event that Executive delivers a Notice of Termination to the Company, the Company may, in its sole discretion, change the Date of Termination to any date that occurs following the date of the Company's receipt of such Notice of Termination and is prior to the date specified in such Notice of Termination, but the termination will still be considered a resignation by Executive. A Notice of Termination submitted by the Company may provide for a Date of Termination on the date Executive receives the Notice of Termination, or any date thereafter elected by the Company. The failure by either Party to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause or Good Reason shall not waive any right of the Party hereunder or preclude the Party from asserting such fact or circumstance in enforcing the Party's rights hereunder.

(c) Company Obligations upon Termination. Upon termination of Executive's employment pursuant to any of the circumstances listed in this Section 3, Executive (or Executive's estate, if applicable) shall be entitled to receive, at a minimum, the following (the "Accrued Obligations"): (i) the portion of Executive's Annual Base Salary earned through the Date of Termination, but not yet paid to Executive (payable on the Company's next payroll date or such earlier date as required by applicable law); (ii) any expense reimbursements owed to Executive pursuant to Section 2(g), payable pursuant to the applicable policy; and (iii) any amount accrued and arising from Executive's participation in, or benefits accrued under

any employee benefit plans, programs or arrangements, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements (collectively, the "Company Arrangements"). Except as otherwise expressly required by law (e.g., COBRA) or applicable Company Arrangement or as specifically provided herein, all of Executive's rights to salary, severance, benefits, bonuses, and other compensatory amounts hereunder (if any) shall cease upon the termination of Executive's employment hereunder. In the event that Executive's employment is terminated by the Company for any reason, Executive's sole and exclusive remedy for severance benefits shall be to receive the payments and benefits described in this Section 3(c) or Section 4, as applicable.

(d) Deemed Resignation. Upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from all offices and directorships, if any, then held with the Company or any of its subsidiaries.

(e) Return of Property. Upon termination of Executive's employment for any reason, unless otherwise specified in a written agreement between Executive and the Company, Executive agrees to return to the Company all documents of the Company and its affiliates (and all copies thereof) and all other Company or Company affiliate property that Executive has in his possession, custody, or control. Such property includes, without limitation: (i) any materials of any kind that Executive knows contain or embody any proprietary or confidential information of the Company or an affiliate of the Company (and all reproductions thereof), (ii) computers (including, but not limited to, laptop computers, desktop computers and similar devices) and other portable electronic devices (including, but not limited to, tablet computers), cellular phones/smartphones, credit cards, phone cards, entry cards, identification badges and keys, and (iii) any correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents concerning the customers, business plans, marketing strategies, products and/or processes of the Company or any of its affiliates and any information received from the Company or any of its affiliates regarding third parties.

4. Severance Payments.

(a) Termination for Cause, or Termination Upon Death, Disability, Resignation from the Company Without Good Reason or Resignation from the Company for Good Reason Prior to a Change in Control or More Than Eighteen (18) Months Following a Change in Control. If Executive's employment shall terminate as a result of Executive's death pursuant to Section 3(a)(i) or Disability pursuant to Section 3(a)(ii), pursuant to Section 3(a)(iii) for Cause, pursuant to Section 3(a)(vi) for Executive's resignation from the Company without Good Reason, or pursuant to Section 3(a)(v) for Executive's resignation from the Company with Good Reason, and such resignation for Good Reason occurs prior to a Change in Control or more than eighteen (18) months following a Change in Control, then Executive shall not be entitled to any severance payments or benefits, except for the Accrued Obligations as provided in Section 3(c).

(b) Termination without Cause Prior to a Change in Control or More Than Eighteen (18) Months Following a Change in Control. If Executive's employment terminates without Cause pursuant to Section 3(a)(iv), and such termination without Cause occurs prior to a Change in Control or more than eighteen (18) months following a Change in Control, then subject to Sections 3(e), 4(d) and 9(k), and Executive's continued compliance with the terms of this Agreement (including, without limitation, Section 5), the Company shall pay Executive in addition to the Accrued Obligations set forth in Section 3(c), the following:

(i) an amount in cash equal to Executive's Annual Base Salary as in effect immediately prior to the Date of Termination, payable in a lump sum on the first regular payroll date following the effective date of Executive's Release (as defined below);

(ii) if Executive timely elects to receive continued medical, dental or vision coverage under one or more of the Company's group medical, dental or vision plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), then the Company shall directly pay, or reimburse Executive for, the COBRA premiums for Executive and Executive's covered dependents under such plans during the period commencing on Executive's Separation from Service and ending upon the earliest of (A) the last day of the twelve (12) month period following the Date of Termination, (B) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA or (C) the date Executive becomes eligible to receive medical, dental or vision coverage, as applicable, from a subsequent employer (and Executive agrees to promptly notify the Company of such eligibility) (the "COBRA Continuation Period"). Notwithstanding the foregoing, if the Company determines it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's and Executive's covered dependents' group health coverage in effect on the Date of Termination (which amount shall be based on the premium for the first month of COBRA coverage), less the amount Executive would have had to pay to receive group health coverage as an active employee for Executive and his covered dependents based on the cost sharing levels in effect on the Date of Termination, which payments shall for the remainder of the COBRA Continuation Period;

(iii) an amount in cash equal to the Target Bonus (and without regard to any reduction in the Target Bonus that resulted in Executive's resignation with Good Reason), prorated for the portion of the year in which Executive's Date of Termination occurs that has elapsed through the Date of Termination, payable in a lump sum on the first regular payroll date following the effective date of Executive's Release (but in no event later than March 15 of the calendar year following the year in which Executive's Date of Termination occurs);

(iv) (A) with respect to Company equity awards held by Executive other than the Initial Option, such number of the outstanding, unvested Company equity awards held by Executive under any Company equity compensation plans as would have vested during the twelve (12) months following the date of Executive's Separation from Service had Executive continued in employment or service with the Company during such period shall immediately become vested on the effectiveness of the Release; *provided*, *however*, that, with respect to this clause (A), any performance-based equity award will remain subject to attainment of the relevant performance goals unless a more favorable or alternative provision is contained in an applicable award agreement; and (B) with respect to the Initial Option only, (1) to the extent such termination occurs prior to the first (1st) anniversary of the Effective Date, such portion of the Initial Option as would have vested during the twelve (12) months following the date of Executive's Separation from Service had Executive continued in employment or service with the Company during such period shall immediately become vested on the effectiveness of the Release; (2) to the extent such termination occurs on or after the first (1st) anniversary of the Effective Date but prior to the second (2nd) anniversary of the Effective Date, such portion of the Initial Option as would have vested during the eighteen (18) months following the date of Executive's Separation from Service had Executive continued in employment or service with the Company during such period shall immediately become vested on the effectiveness of the Release; and (3) to the extent such termination occurs on or after the second (2nd) anniversary of the Effective Date, any remaining unvested portion of the Initial Option shall immediately become vested on the effectiveness of the Release; and

(v) outplacement services by a nationally or industry-recognized outplacement services organization of the Executive's choosing, subject to the written consent of the Company (not to be unreasonably withheld), for the cost of twelve (12) months of professional outplacement services for the Executive up to a maximum cost of $20,000, *provided* that the Executive commences the use of such services no later than the ninetieth (90th) day following the Date of Termination.

(c) Change in Control. In lieu of the payments and benefits set forth in Section 4(b), in the event Executive's employment terminates without Cause pursuant to Section 3(a)(iv), or pursuant to Section 3(a)(v) due to Executive's resignation with Good Reason, in either case, on or within eighteen (18) months following the date of a Change in Control, then subject to Sections 3(e), 4(d) and 9(k), and Executive's continued compliance with the terms of this Agreement (including, without limitation, Section 5), the Company shall pay Executive, in addition to the Accrued Obligations set forth in Section 3(c), the following:

(i) an amount in cash equal to Executive's Annual Base Salary as in effect immediately prior to the Date of Termination (and without regard to any reduction in Annual Base Salary that resulted in Executive's resignation with Good Reason), payable in a lump sum on the first regular payroll date following the effective date of Executive's Release;

(ii) an amount in cash equal to the Target Bonus (and without regard to any reduction in the Target Bonus that resulted in Executive's resignation with Good Reason), payable in a lump sum on the first regular payroll date following the effective date of Executive's Release (but in no event later than March 15 of the calendar year following the year in which Executive's Date of Termination occurs);

(iii) if Executive timely elects to receive continued medical, dental or vision coverage under one or more of the Company's group medical, dental or vision plans pursuant to COBRA, then the Company shall directly pay, or reimburse Executive for, the COBRA premiums for Executive and Executive's covered dependents under such plans during the period commencing on Executive's Separation from Service and ending upon the earliest of (A) the last day of the twelve (12) month period following the Date of Termination, (B) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA or (C) the date Executive becomes eligible to receive medical, dental or vision coverage, as applicable, from a subsequent employer (and Executive agrees to promptly notify the Company of such eligibility) (the "CIC COBRA Continuation Period"). Notwithstanding the foregoing, if the Company determines it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's and Executive's covered dependents' group health coverage in effect on the Date of Termination (which amount shall be based on the premium for the first month of COBRA coverage), less the amount Executive would have had to pay to receive group health coverage as an active employee for Executive and his covered dependents based on the cost sharing levels in effect on the Date of Termination, which payments shall for the remainder of the CIC COBRA Continuation Period;

(iv) all outstanding, unvested Company equity awards held by Executive under any Company equity compensation plans shall immediately become 100% vested on the effectiveness of the Release, *provided*, *however*, that any performance-based equity award will remain subject to attainment of the relevant performance goals unless a more favorable or alternative provision is contained in an applicable award agreement; and

(v) outplacement services by a nationally or industry-recognized outplacement services organization of the Executive's choosing, subject to the written consent of the Company (not to be unreasonably withheld), for the cost of eighteen (18) months of professional outplacement services for the Executive up to a maximum cost of $20,000, *provided* that the Executive commences the use of such services no later than the ninetieth (90th) day following the Date of Termination.

(d) Release. Notwithstanding the foregoing, it shall be a condition to the Executive's right to receive the amounts provided for in Sections 4(b) and 4(c) hereof that the Executive execute and deliver to the Company an effective release of claims in substantially the form attached hereto as Exhibit A (the "***Release***") within 21 days (or, to the extent required by law, 45 days) following the Date of Termination and that the Executive not revoke such Release during any applicable revocation period. For the avoidance of doubt, all equity awards eligible for accelerated vesting pursuant to this Section 4 shall remain outstanding and eligible to vest following the Date of Termination and shall actually vest and become exercisable (if applicable) and non-forfeitable upon the effectiveness of the Release.

(e) Exclusive Remedy. In addition, Executive acknowledges and agrees that he is not entitled to any reimbursement by the Company for any taxes payable by Executive as a result of the payments and benefits received by Executive pursuant to this Section 4, including, without limitation, any excise tax imposed by Section 4999 of the Code. Any payments made to Executive under this Section 4 shall be inclusive of any amounts or benefits to which Executive may be entitled pursuant to the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Sections 2101 et seq., and the Department of Labor regulations thereunder, or any similar state statute.

5. Covenants.

(a) In connection with his commencement of employment, Executive has entered into the form of agreement containing confidentiality, intellectual property assignment and other protective covenants (the "Restrictive Covenant Agreement"), which is attached hereto as Exhibit B. Executive shall be bound by the terms and conditions of the Restrictive Covenant Agreement, and hereby agrees that such agreement shall be additional to, and not in limitation of, the covenants contained in this Section 5.

(b) Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company and its subsidiaries and affiliates, which shall have been obtained by Executive in connection with Executive's employment by the Company and which shall not be or become public knowledge (other than by acts by Executive or representatives of Executive in violation of this Agreement). After termination of Executive's employment with the Company, Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data, to anyone other than the Company and those designated by it; *provided*, *however*, that if Executive receives actual notice that Executive is or may be required by law or legal process to communicate or divulge any such information, knowledge or data, Executive shall promptly so notify the Company.

(c) While employed by the Company, Executive shall not be engaged in any other business activity that would be competitive with the business of the Company and its subsidiaries or affiliates. In addition, while employed by the Company and for a period of twelve (12) months after the Date of Termination, Executive shall not directly or indirectly solicit, induce, or encourage any employee or consultant of the Company and/or its subsidiaries and affiliates to terminate their employment or other relationship with the Company and its subsidiaries and affiliates or to cease to render services to the Company and/or its subsidiaries and affiliates and Executive shall not initiate discussion with any such person for any such purpose or authorize or knowingly cooperate with the taking of any such actions by any other individual or entity except, in each case, to the extent the foregoing occurs as a result of general advertisements or other solicitations not specifically targeted to such employees and consultants.

(d) Subject to Section 5(f), during Executive's service with the Company and thereafter, excepting any litigation between the Parties, (i) Executive agrees not to publish or disseminate, directly or indirectly, any statements, whether written or oral, that are or could be harmful to or reflect negatively on any of the Company or any of its subsidiaries or affiliates, or that are otherwise disparaging of any policies, procedures, practices, decision-making, conduct, professionalism or compliance with standards of the Company, its affiliates or any of their past or present officers, directors, employees, advisors or agents, and (ii) the Company agrees to instruct its directors and executive officers not to publish or disseminate, directly or indirectly, any statements, whether written or oral, that are or could be harmful to or reflect negatively on Executive's personal or business reputation or business.

(e) In recognition of the fact that irreparable injury will result to the Company in the event of a breach by Executive of his obligations under Sections 5(a)-(d) hereof, that monetary damages for such breach would not be readily calculable, and that the Company would not have an adequate remedy at law therefor, Executive acknowledges, consents and agrees that in the event of such breach, the Company shall be entitled, in addition to any other legal remedies and damages available, to specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation of such obligations by Executive and to cease the payment of any benefits under Section 4(b) or (c) above.

(f) Notwithstanding anything in this Agreement or the Restrictive Covenant Agreement or, if applicable, the Arbitration Agreement (as defined below) to the contrary, nothing contained in this Agreement shall prohibit either party (or either party's attorney(s)) from (i) communicating directly with, filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Equal Employment Opportunity Commission, the National Labor Relations Board (the "NLRB"), the Occupational Safety and Health Administration, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or any other securities regulatory agency, self-regulatory authority or federal, state or local regulatory authority (collectively, "Government Agencies"), or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation, (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to any Government Agencies for the purpose of reporting or investigating a suspected violation of law, or from providing such information to such party's attorney(s) or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding, and/or (iii) receiving an award for information provided to any Government Agency. Further, nothing herein will prevent Executive from participating in activity permitted by Section 7 of the National Labor Relations Act or from filing an unfair labor practice charge with the NLRB. Pursuant to 18 USC Section 1833(b), Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, nothing in this Agreement is intended to or shall preclude either party from providing truthful testimony in response to a valid subpoena, court order, regulatory request or other judicial, administrative, or legal process or otherwise as required by law. If Executive is required to provide testimony, then unless otherwise directed or requested by a Government Agency or law enforcement, Executive shall notify the Company as soon as reasonably practicable after receiving any such request of the anticipated testimony. Further, nothing in this Agreement prevents Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful.

6. Assignment and Successors.

The Company may assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise). The Company will require any such successor (whether direct or indirect, by purchase, merger or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and to agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place; provided, however, that no such assumption shall relieve the Company of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Company, Executive and their respective successors, assigns, personal and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. None of Executive's rights or obligations may be assigned or transferred by Executive, other than Executive's rights to payments hereunder, which may be transferred only by will or operation of law. Notwithstanding the foregoing, Executive shall be entitled, to the extent permitted under applicable law and applicable Company Arrangements, to select and change a beneficiary or beneficiaries to receive compensation hereunder following Executive's death by giving written notice thereof to the Company.

7. Certain Definitions.

(a) Cause. The Company shall have "Cause" to terminate Executive's employment hereunder upon:

(i) the continued failure by Executive to substantially perform Executive's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Executive by the Company or an affiliate that specifically identifies the alleged manner in which Executive has not substantially performed Executive's duties and after Executive has been provided with a thirty (30) day cure period, or Executive's deliberate violation of a Company policy;

(ii) the engaging by Executive in illegal conduct or misconduct (including fraud, embezzlement, theft or dishonesty or material violation of any Company policy), or gross negligence, in any case that has caused or is reasonably expected to result in injury to the Company or any affiliate;

(iii) Executive's commission of, or plea of no contest to, a felony or any misdemeanor crime involving fraud, moral turpitude or dishonesty;

(iv) Executive's material breach of any written agreement or restrictive covenants with the Company; or

(v) Executive's violation of any law, rule or regulation relating in any way to the business or activities of the Company or any affiliate, or other law, rule or regulation that is violated, during the course of Executive's performance of services hereunder that results in Executive's regulatory suspension or disqualification, including, without limitation, the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335(a), or any similar legislation applicable in the United States or in any other country where the Company or any affiliate intends to develop its activities.

No action or inaction based upon direction of the Board or advice of counsel to the Company shall constitute Cause. Poor performance shall not, in and of itself, constitute Cause. No termination of Executive's employment for Cause shall occur absent a resolution of the Board and the reasonable opportunity for Executive (with Executive's counsel) to be heard before the Board.

(b) Change in Control. "Change in Control" shall have the meaning set forth in the Plan, as in effect on the Effective Date.

(c) Code. "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

(d) Date of Termination. "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death; or (ii) if Executive's employment is terminated pursuant to Sections 3(a)(ii)-(vi) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 3(b), whichever is earlier.

(e) Disability. "Disability" shall mean, at any time the Company sponsors a long-term disability plan for the Company's employees, "disability" as defined in such long-term disability plan for the purpose of determining a participant's eligibility for benefits, *provided, however*, if the long-term disability plan contains multiple definitions of disability, "Disability" shall refer to that definition of disability which, if Executive qualified for such disability benefits, would provide coverage for the longest period of time. The determination of whether Executive has a Disability shall be made by the person or persons required to make disability determinations under the long-term disability plan. At any time the Company does not sponsor a long-term disability plan for its employees, "Disability" shall mean Executive's inability to perform, with reasonable accommodation, the essential functions of Executive's positions hereunder for a total of 180 days within a 12 month period as a result of incapacity due to mental or physical illness as determined by a physician selected by the Company or its insurers and acceptable to Executive or Executive's legal representative, with such agreement as to acceptability not to be unreasonably withheld or delayed. Any refusal by Executive to submit to a medical examination for the purpose of determining Disability shall be deemed to constitute conclusive evidence of Executive's Disability.

(f) Good Reason. For the sole purpose of determining Executive's right to severance payments and benefits as described above, Executive's resignation will be with "Good Reason" if Executive resigns within one hundred twenty (120) days after any of the following events, unless Executive expressly consents in writing to the applicable event: (i) a reduction in Executive's Annual Base Salary or Target Bonus, other than a reduction of less than ten percent (10%) (aggregating all prior reductions) that is implemented in connection with a contemporaneous reduction in annual base salaries affecting other senior executives of the Company; (ii) a material decrease in Executive's authority or areas of responsibility as are commensurate with Executive's title or position with the Company; (iii) the relocation of Executive's primary working location to a location that is more than fifty (50) miles from Executive's home office in New Jersey as of the Effective Date, provided, that, prior to the occurrence of a Change in Control, the Company's requirement that Executive relocate pursuant to Section 2(h) will not constitute "Good Reason" so long as Executive has been provided with the Relocation Reimbursement; or (iv) the Company's breach of a material provision of this Agreement.[1] Notwithstanding the foregoing, no Good Reason will have occurred unless and until: (a) Executive has provided the Company, within sixty (60) days of Executive's knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, written notice stating with specificity the applicable facts and circumstances underlying such finding of Good Reason; (b) the Company has had an opportunity to cure the same within thirty (30) days after the receipt of such notice; and (c) the Company shall have failed to so cure within such period.

[1] NTD: Section 6 provides that this agreement shall be binding upon the Company's successors.

8. Parachute Payments.

(a) Best Pay Provision. In the event that any payment or benefit received or to be received by Executive pursuant to the terms of any plan, arrangement or agreement (including any payment or benefit received in connection with a change in ownership or control or the termination of Executive's employment) (all such payments and benefits being hereinafter referred to as the "Total Payments") would be subject (in whole or part) to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, then the Total Payments shall be reduced to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (i) the net amount of such Total Payments, as so reduced (after subtracting the amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments); provided, however, that this sentence shall not apply if, immediately before the change in ownership or control on which such Total Payments are contingent or otherwise relate, no stock in the Company is readily tradeable on an established securities market or otherwise (as determined in accordance with Treasury Reg. Section 1.280G-1 Q&A 6). Except to the extent that an alternative reduction order would result in a greater economic benefit to Executive on an after-tax basis, the Parties intend that the Total Payments shall be reduced in the following order: (w) reduction of any cash severance payments otherwise payable to Executive that are exempt from Section 409A of the Code, (x) reduction of any other cash payments or benefits otherwise payable to Executive that are exempt from Section 409A of the Code, but excluding any payment attributable to the acceleration of vesting or payment with respect to any equity award that is exempt from Section 409A of the Code, (y) reduction of any other payments or benefits otherwise payable to Executive on a pro-rata basis or such other manner that complies with Section 409A of the Code, but excluding any payment attributable to the acceleration of vesting and payment with respect to any equity award that is exempt from Section 409A of the Code, and (z) reduction of any payments attributable to the acceleration of vesting or payment with respect to any equity award that is exempt from Section 409A of the Code; *provided*, in case of clauses (x), (y) and (z), that reduction of any payments or benefits attributable to the acceleration of vesting of Company equity awards shall be first applied to equity awards with later vesting dates; *provided*, *further*, that, notwithstanding the foregoing, any such reduction shall be undertaken in a manner that complies with and does not result in the imposition of additional taxes on Executive under Section 409A of the Code. The foregoing reductions shall be made in a manner that results in the maximum economic benefit to Executive on an after-tax basis and, to the extent economically equivalent payments or benefits are subject to reduction, in a pro rata manner.

(b) Determinations. All determinations regarding the application of this Section 8 shall be made by an independent accounting firm or consulting group with nationally recognized standing and substantial expertise and experience in performing calculations regarding the applicability of Section 280G of the Code and the Excise Tax retained by the Company prior to the date of the applicable change in ownership or control (the "280G Firm"). For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments shall be taken into account which (x) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, or (y) constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation, (ii) no portion of the Total Payments the receipt or enjoyment of which Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the 280G Firm in accordance with the principles of Sections 280G(d)(3) and (4) of the Code. All

determinations related to the calculations to be performed pursuant to this "Section 280G Treatment" section shall be done by the 280G Firm. The 280G Firm will be directed to submit its determination and detailed supporting calculations to both Executive and the Company within fifteen (15) days after notification from either the Company or Executive that Executive may receive payments which may be "parachute payments." Executive and the Company will each provide the 280G Firm access to and copies of any books, records, and documents as may be reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Agreement. The fees and expenses of the 280G Firm for its services in connection with the determinations and calculations contemplated by this Agreement will be borne solely by the Company.

(c) Exception. Notwithstanding the foregoing, if any portion of the Total Payments would not be subject to the Excise Tax if the stockholder approval requirements of Section 280G(b)(5) of the Code are satisfied, subject to Executive's waiver of the rights to such portion of the Total Payments above the safe harbor threshold in accordance with and to the extent required by Section 280G of the Code with respect to any portion of the Total Payments that would otherwise be subject to excise tax imposed by Section 4999 of the Code (before giving effect to any reduction in the Total Payments contemplated above), the Company shall use its reasonable best efforts to cause such payments to be submitted for such approval prior to the event giving rise to such payments. To the extent the Company submits any payment or benefit payable to Executive under this Agreement or otherwise to the Company's stockholders for approval in accordance with Treasury Reg. Section 1.280G-1 Q&A 7, the foregoing provisions under this Section 8 shall not apply following such submission and such payments and benefits will be treated in accordance with the results of such vote, except that any reduction in, or waiver above the safe harbor threshold of, such payments or benefits required by such vote will be applied without any application of discretion by Executive and in the order prescribed in Section 8(a).

9. Miscellaneous Provisions.

(a) Governing Law and Venue. This Agreement shall be governed, construed, interpreted and enforced in accordance with its express terms, and otherwise in accordance with the substantive laws of the State of New Jersey without reference to the principles of conflicts of law of the State of New Jersey or any other jurisdiction that would result in the application of the laws of a jurisdiction other than the State of New Jersey, and where applicable, the laws of the United States. Any suit brought hereon shall be brought in the state or federal courts sitting in the State of New Jersey, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by New Jersey law.

(b) Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(c) Notices. Any notice, request, claim, demand, document, and other communication hereunder to any Party shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by facsimile, email or certified or registered mail, postage prepaid, as follows:

(i) If to the Company, to the Chief Executive Officer of the Company at the Company's headquarters,

(ii) If to Executive, to the last address that the Company has in its personnel records for Executive, or

(iii) At any other address as any Party shall have specified by notice in writing to the other Party.

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Signatures delivered by facsimile or PDF shall be deemed effective for all purposes.

(e) Entire Agreement. The terms of this Agreement, and the Restrictive Covenant Agreement incorporated herein by reference as set forth in Section 5, are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and supersede all prior understandings and agreements, whether written or oral, including that certain employment offer letter dated June 14, 2023, between Executive and the Company. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

(f) Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by Executive and a duly authorized officer of Company. By an instrument in writing similarly executed, Executive or a duly authorized officer of the Company may waive compliance by the other Party with any specifically identified provision of this Agreement that such other Party was or is obligated to comply with or perform; *provided*, *however*, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder will preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

(g) Construction. This Agreement shall be deemed drafted equally by both the Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any Party shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections, or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (i) the plural includes the singular and the singular includes the plural; (ii) “and” and “or” are each used both conjunctively and disjunctively; (iii) “any,” “all,” “each,” or “every” means “any and all,” and “each and every”; (iv) “includes” and “including” are each “without limitation”; (v) “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (vi) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

(h) Arbitration. In the event of any dispute or claim relating to, or arising out of Executive’s employment relationship with the Company or its affiliates, including, but not limited, claims of wrongful termination, age, race, gender, disability or other discrimination—but not including claims for sexual harassment or sexual assault—Executive and the Company agree that all such disputes shall be fully and finally resolved by binding arbitration conducted before a single neutral arbitrator pursuant to the rules for arbitration of employment disputes by the American Arbitration Association (available at www.adr.org) in the State of New Jersey. The arbitrator shall permit adequate discovery and is empowered to award all remedies otherwise available in a court of competent jurisdiction, and any judgment rendered by the arbitrator may be entered by any court of competent jurisdiction. The arbitrator shall issue an award in writing and state the essential findings and conclusions of law on which the award is based. By executing this Agreement, the Parties are both waiving the right to a jury trial with respect to any such disputes. The Company shall bear the costs of the arbitrator, forum and filing fees. Each Party shall bear its own respective attorney fees and all other costs, unless provided by law and awarded by the arbitrator.

(i) Enforcement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

(j) Withholding. The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to rely on the advice of counsel if any questions as to the amount or requirement of withholding shall arise.

(k) Section 409A.

(i) *General.* The intent of the Parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Company and Executive agree in good faith that the payments and benefits under this Agreement would not comply with Section 409A, the Parties hereto shall reasonably and in good faith attempt to modify this Agreement to comply with Section 409A while endeavoring to maintain the intended economic benefits hereunder.

(ii) *Separation from Service.* Notwithstanding anything in this Agreement to the contrary, (A) any compensation or benefits payable under this Agreement that is designated under this Agreement as payable upon Executive's termination of employment shall be payable only upon Executive's "separation from service" with the Company within the meaning of Section 409A (a "Separation from Service") and (B) in the event that, with respect to the amounts payable under Sections 4(b) or 4(c), the timing of the delivery of Executive's Release could cause such amounts to begin in one or another taxable year, to the extent such amounts are subject to Section 409A, then notwithstanding the payment timing set forth in such Sections, such amounts shall not be payable until the later of (1) the payment date specified in such Section or (2) the first business day of the taxable year following Executive's Separation from Service.

(iii) *Specified Employee.* Notwithstanding anything in this Agreement to the contrary, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (x) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company or (y) the date of Executive's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Executive (or Executive's estate or beneficiaries), and any remaining payments due to Executive under this Agreement shall be paid as otherwise provided herein.

(iv) *Expense Reimbursements.* To the extent that any reimbursements under this Agreement are subject to Section 409A, (A) any such reimbursements payable to Executive shall be paid to Executive no later than December 31 of the year following the year in which the expense was incurred, (B) Executive shall submit Executive's reimbursement request promptly following the date the expense is incurred, (C) the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, other than medical expenses referred to in Section 105(b) of the Code, and (D) Executive's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) *Installments.* Executive's right to receive any installment payments under this Agreement, including without limitation any continuation salary payments that are payable on Company payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

(l) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5 through 9 will survive the termination of Executive's employment and the termination of the Term.

10. Executive Acknowledgement.

Executive acknowledges that Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on Executive's own judgment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

CG ONCOLOGY, INC.

By: /s/ Arthur Kuan
Name: Arthur Kuan
Title: Chief Executive Officer

EXECUTIVE

/s/ Ambaw Bellete
Print Name: Ambaw Bellete

EXHIBIT A

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made by and between Ambaw Bellete ("Executive") and CG Oncology, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of [_____], 2023 (the "Employment Agreement") and that certain Restrictive Covenant Agreement (as defined in the Employment Agreement); and

WHEREAS, in connection with Executive's termination of employment with the Company or a subsidiary or affiliate of the Company effective [_____], 20[__], the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releases as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive's ownership of vested equity securities of the Company, vested benefits or Executive's right to indemnification or liability insurance by the Company or any of its affiliates pursuant to contract or applicable law (collectively, the "Retained Claims").

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive's execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

1. Severance Payments and Benefits; Salary and Benefits. The Company agrees to provide Executive with the severance payments and benefits described in Section 4 of the Employment Agreement, payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement. In addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive the Accrued Obligations described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof.

2. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, any of its direct or indirect subsidiaries, and any of its or their current and former officers, directors, equity holders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees") related to Executive's employment with the Company or its subsidiaries or termination therefrom. Executive, on Executive's own behalf and on behalf of any of Executive's affiliated companies or entities and any of their respective heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement relating to Executive's employment with the Company or its subsidiaries or termination therefrom, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of the Company or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002; New Jersey's Conscientious Employee Protection Act; the New Jersey Soldiers' and Sailors' Civil Relief Act; the Millville Dallas Airmotive Plant Job Loss Notification Act; the New Jersey Family Leave Act; the New Jersey Law Against Discrimination; the New Jersey Security and Financial Empowerment Act; the New Jersey State Wage and Hour Law; the New Jersey Paid Sick Leave Law; and the New Jersey State Wage Payment Law; or any similar state law;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company or any of its affiliates; and

(i) any and all claims for attorneys' fees and costs.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EXECUTIVE, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS EXECUTIVE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation and any right to receive an award for information provided thereunder, Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company for discrimination (with the understanding that Executive's release of claims herein bars Executive from recovering such monetary relief from the Company or any Releasee for any alleged discriminatory treatment), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims for indemnity under the bylaws of the Company, as provided for by New Jersey or Delaware law or under any applicable insurance policy with respect to Executive's liability as an employee, director or officer of the Company, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law and any Retained Claims. This release further does not release claims for breach of Section 3(c) or Section 4 of the Employment Agreement. This release does not prevent Executive from cooperating with an investigation conducted by any such governmental agencies, including without limitation the National Labor Relations Board (the "NLRB"). Nothing herein will prevent Executive from participating in an activity permitted by Section 7 of the National Labor Relations Act or from filing an unfair labor practice charge with the NLRB.

3. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has [twenty-one (21)] days within which to consider this Agreement, and the Parties agree that such time period to review this Agreement shall not be

extended upon any material or immaterial changes to this Agreement; (c) Executive has seven business days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the [twenty-one (21)] day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

4. Acknowledgment. Executive acknowledges his ongoing obligations under Section 5 of the Employment Agreement. Sections 5(e) and 5(f) of the Employment Agreement are hereby incorporated by reference and will apply to this Agreement as if set forth herein.

5. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

6. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

7. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 9(a), 9(c), and 9(h) of the Employment Agreement.

8. Effective Date. Executive has seven business days after Executive signs this Agreement to revoke it and this Agreement will become effective on the day immediately following the seventh business day after Executive signed this Agreement (the "Effective Date").

9. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EXECUTIVE

Dated: _____

_____
Print Name: Ambaw Bellete

CG ONCOLOGY, INC.

Dated: _____

By: _____
Name: _____
Title: _____

EXHIBIT B

RESTRICTIVE COVENANT AGREEMENT

[*Attached*]

SCHEDULE 1

PERMITTED OUTSIDE ACTIVITIES

Exhibit 10.11

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made by and between CG Oncology, Inc. (the "Company"), and Vijay Kasturi, M.D. ("Executive") (collectively referred to herein as the "Parties" or individually referred to as a "Party"), effective as of August 14, 2023 (the "Effective Date").

RECITALS

WHEREAS, the Company seeks to employ Executive as its Chief Medical Officer; and

WHEREAS, the Parties desire to enter into an agreement setting forth the terms of such employment as of the Effective Date, which supersedes any and all prior understandings and agreements, whether written or oral, including any prior employment offer letters, between Executive and the Company or any of its affiliates, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the Parties hereto agree as follows:

AGREEMENT

1. Employment.

(a) General. Effective on the Effective Date, the Company shall employ Executive, and Executive shall be employed by the Company, for the period and in the positions set forth in this Section 1, and subject to the other terms and conditions herein provided.

(b) At-Will Employment. The Company and Executive acknowledge that Executive's employment is and shall continue to be at-will, as defined under applicable law, and that Executive's employment with the Company may be terminated by either Party at any time for any or no reason (subject to the notice requirements of Section 3(b)). This "at-will" nature of Executive's employment shall remain unchanged during Executive's tenure as an employee and may not be changed, except in an express writing signed by Executive and a duly authorized officer of the Company. The term of this Agreement (the "Term") shall commence on the Effective Date and end on the date this Agreement is terminated under Section 3.

(c) Positions and Duties. During the Term, Executive shall serve as Chief Medical Officer of the Company, with such responsibilities, duties and authority normally associated with such position and as may from time to time be reasonably assigned to Executive by the Chief Executive Officer of the Company (the "CEO"). Executive shall report to the CEO. Executive shall devote substantially all of Executive's working time and efforts to the business and affairs of the Company (which shall include service to its affiliates, if applicable) and shall not engage in outside business activities (including serving on outside boards or committees) without the consent of the CEO or the Board of Directors (the "Board") of the Company, *provided* that Executive shall be permitted to (i) manage Executive's personal, financial and legal affairs, (ii) participate in trade associations, and (iii) serve on the board of directors of not-for-profit or tax-exempt charitable organizations or, with the consent of the Board (not to be unreasonably withheld), the board of directors of non-competitive for-profit businesses, in each case, subject to compliance with this Agreement and provided that such activities do not materially interfere with Executive's performance of Executive's duties and responsibilities hereunder. Executive agrees to observe and comply with the reasonable rules and policies of the Company as adopted by the Company from time to time (to the extent they do not conflict with the terms of this Agreement), in each case, as amended from time to time, and as delivered or made available to Executive (each, a "Policy").

(d) Principal Location. During the Term, Executive shall perform the services required by this Agreement remotely from his residence in Worcester, Massachusetts, *provided*, *however*, that the Parties acknowledge and agree that Executive may be required to travel to other locations as may be necessary to fulfill Executive's duties and responsibilities hereunder.

2. Compensation and Related Matters.

(a) Annual Base Salary. During the Term, Executive shall receive a base salary at a rate initially of $415,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company and shall be pro-rated for partial years of employment. Such annual base salary shall be reviewed (and may be adjusted for increase, but not decrease) from time to time (such annual base salary, as it may be adjusted from time to time, the "Annual Base Salary") by the Board or its compensation committee ("Compensation Committee").

(b) Annual Cash Bonus Opportunity. During the Term, Executive will be eligible to participate in an annual incentive program established by the Board or Compensation Committee with target level annual incentive compensation opportunities as may be determined by the Board or Compensation Committee from time to time, but with an annual "target level" incentive bonus opportunity (the "Target Bonus") of 40% of the Annual Base Salary. The annual bonus payable under the incentive program ("Annual Bonus") shall be based on the achievement of performance goals or such other criteria as may be determined by the Board or Compensation Committee. The payment of any Annual Bonus pursuant to the incentive program shall be subject to Executive's continued employment with the Company through the date of payment, except as otherwise provided in Section 4. The Annual Bonus shall be paid to Executive when paid generally to other senior executives of the Company, but in any event, to the extent determinable as of such time, not later than March 15th of the year immediately following the applicable year for which such Annual Bonus is being paid. The Executive's annual Bonus for 2023 shall be pro-rated to reflect the portion of such year following the Effective Date.

(c) Sign-On Bonus. Executive shall be entitled to a one-time signing bonus equal to the amount of $50,000, less any taxable withholdings (the "Sign-On Bonus"), which will be paid not later than thirty (30) days following the Effective Date. If Executive is terminated for Cause or voluntarily leaves the Company without Good Reason prior to completing twenty-four (24) months of service from the Effective Date, Executive shall be required to repay to the Company, within thirty (30) days following Executive's last day of employment with the Company, 100% of the Sign-On Bonus.

(d) Equity Awards. During the Term, Executive will be eligible to participate and receive awards under the Company's equity plans as in effect from time to time.

(i) *Initial Option*: As soon as practicable after the Effective Date, the Compensation Committee of the Board shall approve a grant of stock options to purchase 4,230,000 shares of the Company's common stock (the "Shares") (the "Initial Option"). The Initial Option shall be granted in accordance with the Company's 2022 Incentive Award Plan (the "Plan") and related stock option documents. The Initial Option shall have an exercise price per share equal to the fair market value on the grant date, as determined by the Board. Subject to Executive's continued employment with the Company, the Initial Option will vest over a four (4) year period starting on the Effective Date (the "Vesting Commencement Date"), with 25% of the shares vesting on the date that is twelve (12) months after the Vesting Commencement Date and the remainder vesting in thirty-six (36) equal monthly installments over the subsequent three (3) year period.

(ii) *Milestone Option*: As soon as practicable after the Effective Date, the Compensation Committee of the Board shall approve a grant of stock options to purchase 470,000 Shares (the "Milestone Option"). The Milestone Option shall be granted in accordance with the Plan and related stock option documents. The Milestone Option shall have an exercise price per share equal to the fair market value on the grant date, as determined by the Board. The Milestone Option will vest as follows:

(A) 235,000 Shares subject to the Milestone Option (the "First Milestone Option") will be eligible to vest upon the filing with the Federal Drug Administration of the Company's Biologics License Application ("BLA") with respect to cretostimogene grenadenorepvec (CG0070), provided such BLA filing occurs on or before December 31, 2025, subject to Executive's continued employment with the Company through such date; and

(B) 235,000 Shares subject to the Milestone Option (the "Second Milestone Option") will be eligible to vest upon the approval by the Federal Drug Administration of the Company's BLA with respect to cretostimogene grenadenorepvec (CG0070) ("BLA Approval"), provided such BLA Approval occurs on or before December 31, 2026, subject to Executive's continued employment with the Company through such date.

(e) Benefits. During the Term, Executive (and Executive's spouse and/or eligible dependents to the extent provided in the applicable plans and programs) shall be eligible to participate in and be covered under the health and welfare benefit plans and programs maintained by the Company for the benefit of its employees from time to time, pursuant to the terms of such plans and programs including any medical, life, hospitalization, dental, disability, accidental death and dismemberment and travel accident insurance plans and programs on the same terms and conditions as those applicable to similarly situated senior executives. In addition, during the Term, Executive shall be eligible to participate in any retirement, savings and other employee benefit plans and programs maintained from time to time by the Company for the benefit of its senior executive officers. Nothing contained in this Section 2(d) shall create or be deemed to create any obligation on the part of the Company to adopt or maintain any health, welfare, retirement or other benefit plan or program at any time or to create any limitation on the Company's ability to modify or terminate any such plan or program.

(f) Vacation or Paid Time Off. During the Term, Executive shall be entitled to paid personal leave in accordance with the Company's Policies applicable to similarly situated executives. Any vacation or paid time off shall be taken in the reasonable convenience of Executive. Through the Company's paid time-off policies Executive will receive paid sick leave as required by state and any applicable local laws.

(g) Business Expenses. During the Term, the Company shall reimburse Executive for all reasonable travel and other business expenses incurred by Executive in the performance of Executive's duties to the Company in accordance with the Company's Travel and Expense Reimbursement Policy.

(h) Indemnification and D&O Insurance. The Company shall indemnify Executive (and advance expenses to Executive) to the greatest extent permitted by applicable state law and shall provide Executive with coverage under a directors' and officers' liability insurance policy to the same extent provided to other senior executives and directors of the Company.

3. Termination of Employment.

Executive's employment hereunder and the Term may be terminated by the Company or Executive, as applicable, without any breach of this Agreement under the following circumstances and the Term will end on the Date of Termination:

(a) Circumstances.

(i) *Death*. Executive's employment hereunder shall terminate upon Executive's death.

(ii) *Disability*. If Executive has incurred a Disability (as defined below), the Company may terminate Executive's employment.

(iii) *Termination for Cause*. The Company may terminate Executive's employment for Cause (as defined below).

(iv) *Termination without Cause*. The Company may terminate Executive's employment without Cause.

(v) *Resignation from the Company with Good Reason.* Executive may resign Executive's employment with the Company with Good Reason (as defined below).

(vi) *Resignation from the Company without Good Reason*. Executive may resign Executive's employment with the Company for any reason other than Good Reason or for no reason.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 3 (other than termination pursuant to Section 3(a)(i)) shall be communicated by a written notice to the other Party hereto (i) indicating the specific termination provision in this Agreement relied upon, (ii) setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, if applicable, and (iii) specifying a Date of Termination which, if submitted by Executive, shall be at least thirty (30) days following the date of such notice (a "Notice of Termination"); *provided, however*, that in the event that Executive delivers a Notice of Termination to the Company, the Company may, in its sole discretion, change the Date of Termination to any date that occurs following the date of the Company's receipt of such Notice of Termination and is prior to the date specified in such Notice of Termination, but the termination will still be considered a resignation by Executive. A Notice of Termination submitted by the Company may provide for a Date of Termination on the date Executive receives the Notice of Termination, or any date thereafter elected by the Company. The failure by either Party to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause or Good Reason shall not waive any right of the Party hereunder or preclude the Party from asserting such fact or circumstance in enforcing the Party's rights hereunder.

(c) Company Obligations upon Termination. Upon termination of Executive's employment pursuant to any of the circumstances listed in this Section 3, Executive (or Executive's estate, if applicable) shall be entitled to receive the following (the "Accrued Obligations"): (i) the portion of Executive's Annual Base Salary earned through the Date of Termination, but not yet paid to Executive (payable on the Company's next payroll date or such earlier date as required by applicable law); (ii) any expense reimbursements owed to Executive pursuant to Section 2(f), payable pursuant to the applicable policy; and (iii) any amount accrued and arising from Executive's participation in, or benefits accrued under any

employee benefit plans, programs or arrangements, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements (collectively, the "Company Arrangements"). Except as otherwise expressly required by law (e.g., COBRA) or applicable Company Arrangement or as specifically provided herein, all of Executive's rights to salary, severance, benefits, bonuses, and other compensatory amounts hereunder (if any) shall cease upon the termination of Executive's employment hereunder. In the event that Executive's employment is terminated by the Company for any reason, Executive's sole and exclusive remedy for severance benefits shall be to receive the payments and benefits described in this Section 3(c) or Section 4, as applicable.

(d) Deemed Resignation. Upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from all offices and directorships, if any, then held with the Company or any of its subsidiaries.

(e) Return of Property. Upon termination of Executive's employment for any reason, unless otherwise specified in a written agreement between Executive and the Company, Executive agrees to return to the Company all documents of the Company and its affiliates (and all copies thereof) and all other Company or Company affiliate property that Executive has in his possession, custody, or control. Such property includes, without limitation: (i) any materials of any kind that Executive knows contain or embody any proprietary or confidential information of the Company or an affiliate of the Company (and all reproductions thereof), (ii) computers (including, but not limited to, laptop computers, desktop computers and similar devices) and other portable electronic devices (including, but not limited to, tablet computers), cellular phones/smartphones, credit cards, phone cards, entry cards, identification badges and keys, and (iii) any correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents concerning the customers, business plans, marketing strategies, products and/or processes of the Company or any of its affiliates and any information received from the Company or any of its affiliates regarding third parties.

4. Severance Payments.

(a) Termination for Cause, or Termination Upon Death, Disability, Resignation from the Company Without Good Reason or Resignation from the Company for Good Reason Prior to a Change in Control or More Than Eighteen (18) Months Following a Change in Control. If Executive's employment shall terminate as a result of Executive's death pursuant to Section 3(a)(i) or Disability pursuant to Section 3(a)(ii), pursuant to Section 3(a)(iii) for Cause, pursuant to Section 3(a)(vi) for Executive's resignation from the Company without Good Reason, or pursuant to Section 3(a)(v) for Executive's resignation from the Company with Good Reason (if such resignation for Good Reason occurs prior to a Change in Control or more than eighteen (18) months following a Change in Control), then Executive shall not be entitled to any severance payments or benefits, except for the Accrued Obligations as provided in Section 3(c).

(b) Termination without Cause Prior to a Change in Control or More Than Eighteen (18) Months Following a Change in Control. If Executive's employment terminates without Cause pursuant to Section 3(a)(iv), and such termination without Cause occurs prior to a Change in Control or more than eighteen (18) months following a Change in Control, then subject to Sections 3(e), 4(d) and 9(k), and Executive's continued compliance with the terms of this Agreement (including, without limitation, Section 5), the Company shall pay Executive in addition to the Accrued Obligations set forth in Section 3(c), the following:

(i) an amount in cash equal to 0.75 times Executive's Annual Base Salary as in effect immediately prior to the Date of Termination, payable in a lump sum on the first regular payroll date following the effective date of Executive's Release (as defined below);

(ii) an amount in cash equal to the Target Bonus (and without regard to any reduction in the Target Bonus that resulted in Executive's resignation with Good Reason), prorated to reflect the portion of the year in which the Date of Termination occurs that has elapsed prior to the Date of Termination, payable in a lump sum on the first regular payroll date following the effective date of Executive's Release (but in no event later than March 15 of the calendar year following the year in which Executive's Date of Termination occurs);

(iii) if Executive timely elects to receive continued medical, dental or vision coverage under one or more of the Company's group medical, dental or vision plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), then the Company shall directly pay, or reimburse Executive for, the COBRA premiums for Executive and Executive's covered dependents under such plans during the period commencing on Executive's Separation from Service and ending upon the earliest of (A) the last day of the nine (9) month period following the Date of Termination, (B) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA or (C) the date Executive becomes eligible to receive medical, dental or vision coverage, as applicable, from a subsequent employer (and Executive agrees to promptly notify the Company of such eligibility) (the "COBRA Continuation Period"). Notwithstanding the foregoing, if the Company determines it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's and Executive's covered dependents' group health coverage in effect on the Date of Termination (which amount shall be based on the premium for the first month of COBRA coverage), less the amount Executive would have had to pay to receive group health coverage as an active employee for Executive and his covered dependents based on the cost sharing levels in effect on the Date of Termination, which payments shall for the remainder of the COBRA Continuation Period; and

(iv) such number of the outstanding, unvested Company equity awards held by Executive under any Company equity compensation plans as would have vested during the nine (9) months following the date of Executive's Separation from Service had Executive continued in employment or service with the Company during such period shall immediately become vested on the effectiveness of the Release; *provided*, *however*, that any performance-based equity award will remain subject to attainment of the relevant performance goals during such nine (9) months following the date of Executive's Separation from Service unless a more favorable or alternative provision is contained in an applicable award agreement, and to the extent such performance goals are not attained prior to such deadline, such performance-based equity awards shall not vest pursuant to this clause (iv) and shall be forfeited.

(c) Change in Control. In lieu of the payments and benefits set forth in Section 4(b), in the event Executive's employment terminates without Cause pursuant to Section 3(a)(iv), or pursuant to Section 3(a)(v) due to Executive's resignation with Good Reason, in either case, on or within eighteen (18) months following the date of a Change in Control, then subject to Sections 3(e), 4(d) and 9(k), and Executive's continued compliance with the terms of this Agreement (including, without limitation, Section 5), the Company shall pay Executive, in addition to the Accrued Obligations set forth in Section 3(c), the following:

(i) an amount in cash equal to 0.75 times Executive's Annual Base Salary as in effect immediately prior to the Date of Termination (and without regard to any reduction in Annual Base Salary that resulted in Executive's resignation with Good Reason), payable in a lump sum on the first regular payroll date following the effective date of Executive's Release;

(ii) an amount in cash equal to the Target Bonus (and without regard to any reduction in the Target Bonus that resulted in Executive's resignation with Good Reason), payable in a lump sum on the first regular payroll date following the effective date of Executive's Release (but in no event later than March 15 of the calendar year following the year in which Executive's Date of Termination occurs);

(iii) if Executive timely elects to receive continued medical, dental or vision coverage under one or more of the Company's group medical, dental or vision plans pursuant to COBRA, then the Company shall directly pay, or reimburse Executive for, the COBRA premiums for Executive and Executive's covered dependents under such plans during the period commencing on Executive's Separation from Service and ending upon the earliest of (A) the last day of the nine (9) month period following the Date of Termination, (B) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA or (C) the date Executive becomes eligible to receive medical, dental or vision coverage, as applicable, from a subsequent employer (and Executive agrees to promptly notify the Company of such eligibility) (the "CIC COBRA Continuation Period"). Notwithstanding the foregoing, if the Company determines it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's and Executive's covered dependents' group health coverage in effect on the Date of Termination (which amount shall be based on the premium for the first month of COBRA coverage), less the amount Executive would have had to pay to receive group health coverage as an active employee for Executive and his covered dependents based on the cost sharing levels in effect on the Date of Termination, which payments shall for the remainder of the CIC COBRA Continuation Period; and

(iv) all outstanding, unvested Company equity awards held by Executive under any Company equity compensation plans shall immediately become 100% vested on the effectiveness of the Release, *provided*, *however*, that any performance-based equity award will remain subject to attainment of the relevant performance goals on or prior to the deadline for attainment of such goals as set forth in the applicable award agreement unless a more favorable or alternative provision is contained in an applicable award agreement, and to the extent such performance goals are not attained prior to such deadline, such performance-based equity awards shall not vest pursuant to this clause (iv) and shall be forfeited.

(d) Release. Notwithstanding the foregoing, it shall be a condition to the Executive's right to receive the amounts provided for in Sections 4(b) and 4(c) hereof that the Executive execute and deliver to the Company an effective release of claims in substantially the form attached hereto as Exhibit A (the "Release") within twenty-one (21) days (or, to the extent required by law, forty-five (45) days) following the Date of Termination and that the Executive not revoke such Release during any applicable revocation period. For the avoidance of doubt, all equity awards eligible for accelerated vesting pursuant to this Section 4 shall remain outstanding and eligible to vest following the Date of Termination and shall actually vest and become exercisable (if applicable) and non-forfeitable upon the effectiveness of the Release.

(e) Exclusive Remedy. In the event of a termination of Executive's employment with the Company, Executive's sole remedy shall be to receive the payments and benefits described in this Section 4. In addition, Executive acknowledges and agrees that he is not entitled to any reimbursement by the Company for any taxes payable by Executive as a result of the payments and benefits received by Executive pursuant to this Section 4, including, without limitation, any excise tax imposed by Section 4999 of the Code. Any payments made to Executive under this Section 4 shall be inclusive of any amounts or benefits to which Executive may be entitled pursuant to the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Sections 2101 et seq., and the Department of Labor regulations thereunder, or any similar state statute.

5. Covenants.

(a) In connection with his commencement of employment, Executive shall enter into the Company's standard form of agreement containing confidentiality, intellectual property assignment and other protective covenants (the "Restrictive Covenant Agreement"), which is attached hereto as Exhibit B. Executive shall be bound by the terms and conditions of the Restrictive Covenant Agreement, and hereby agrees that such agreement shall be additional to, and not in limitation of, the covenants contained in this Section 5.

(b) Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company and its subsidiaries and affiliates, which shall have been obtained by Executive in connection with Executive's employment by the Company and which shall not be or become public knowledge (other than by acts by Executive or representatives of Executive in violation of this Agreement). After termination of Executive's employment with the Company, Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data, to anyone other than the Company and those designated by it; *provided*, *however*, that if Executive receives actual notice that Executive is or may be required by law or legal process to communicate or divulge any such information, knowledge or data, Executive shall promptly so notify the Company.

(c) While employed by the Company, Executive shall not be engaged in any other business activity that would be competitive with the business of the Company and its subsidiaries or affiliates. In addition, while employed by the Company and for a period of twelve (12) months after the Date of Termination, Executive shall not directly or indirectly solicit, induce, or encourage any employee or consultant of the Company and/or its subsidiaries and affiliates to terminate their employment or other relationship with the Company and its subsidiaries and affiliates or to cease to render services to the Company and/or its subsidiaries and affiliates and Executive shall not initiate discussion with any such person for any such purpose or authorize or knowingly cooperate with the taking of any such actions by any other individual or entity except, in each case, to the extent the foregoing occurs as a result of general advertisements or other solicitations not specifically targeted to such employees and consultants.

(d) Subject to Section 5(f), during Executive's service with the Company and thereafter, excepting any litigation between the Parties, (i) Executive agrees not to publish or disseminate, directly or indirectly, any statements, whether written or oral, that are or could be harmful to or reflect negatively on any of the Company or any of its subsidiaries or affiliates, or that are otherwise disparaging of any policies, procedures, practices, decision-making, conduct, professionalism or compliance with standards of the Company, its affiliates or any of their past or present officers, directors, employees, advisors or agents, and (ii) the Company agrees to instruct its directors and executive officers not to publish or disseminate, directly or indirectly, any statements, whether written or oral, that are or could be harmful to or reflect negatively on Executive's personal or business reputation or business.

(e) In recognition of the fact that irreparable injury will result to the Company in the event of a breach by Executive of his obligations under Sections 5(a)-(d) hereof, that monetary damages for such breach would not be readily calculable, and that the Company would not have an adequate remedy at law therefor, Executive acknowledges, consents and agrees that in the event of such breach, or the threat thereof, the Company shall be entitled, in addition to any other legal remedies and damages available, to specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by Executive and to cease the payment of any benefits under Section 4(b) or (c) above.

(f) Notwithstanding anything in this Agreement or the Restrictive Covenant Agreement or, if applicable, the Arbitration Agreement (as defined below) to the contrary, nothing contained in this Agreement shall prohibit either party (or either party's attorney(s)) from (i) communicating directly with, filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Equal Employment Opportunity Commission, the National Labor Relations Board (the "NLRB"), the Occupational Safety and Health Administration, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or any other securities regulatory agency, self-regulatory authority or federal, state or local regulatory authority (collectively, "Government Agencies"), or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation, (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to any Government Agencies for the purpose of reporting or investigating a suspected violation of law, or from providing such information to such party's attorney(s) or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding, and/or (iii) receiving an award for information provided to any Government Agency. Further, nothing herein will prevent Executive from participating in activity permitted by Section 7 of the National Labor Relations Act or from filing an unfair labor practice charge with the NLRB. Pursuant to 18 USC Section 1833(b), Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, nothing in this Agreement is intended to or shall preclude either party from providing truthful testimony in response to a valid subpoena, court order, regulatory request or other judicial, administrative, or legal process or otherwise as required by law. If Executive is required to provide testimony, then unless otherwise directed or requested by a Government Agency or law enforcement, Executive shall notify the Company as soon as reasonably practicable after receiving any such request of the anticipated testimony. Further, nothing in this Agreement prevents Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful.

6. Assignment and Successors.

The Company may assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise). This Agreement shall be binding upon and inure to the benefit of the Company, Executive and their respective successors, assigns, personal and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. None of Executive's rights or obligations may be assigned or transferred by Executive, other than Executive's rights to payments hereunder, which may be transferred only by will or operation of law. Notwithstanding the foregoing, Executive shall be entitled, to the extent permitted under applicable law and applicable Company Arrangements, to select and change a beneficiary or beneficiaries to receive compensation hereunder following Executive's death by giving written notice thereof to the Company.

7. Certain Definitions.

(a) Cause. The Company shall have "Cause" to terminate Executive's employment hereunder upon:

(i) the continued failure by Executive to substantially perform Executive's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Executive by the Company or an affiliate that specifically identifies the alleged manner in which Executive has not substantially performed Executive's duties and after Executive has been provided with a thirty (30) day cure period, or Executive's deliberate violation of a Company policy;

(ii) the engaging by Executive in illegal conduct or misconduct (including fraud, embezzlement, theft or dishonesty or material violation of any Company policy), or gross negligence, in any case that has caused or is reasonably expected to result in injury to the Company or any affiliate;

(iii) Executive's commission of, or plea of no contest to, a felony or any misdemeanor crime involving fraud, moral turpitude or dishonesty;

(iv) Executive's material breach of any written agreement or restrictive covenants with the Company; or

(v) Executive's violation of any law, rule or regulation relating in any way to the business or activities of the Company or any affiliate, or other law, rule or regulation that is violated, during the course of Executive's performance of services hereunder that results in Executive's regulatory suspension or disqualification, including, without limitation, the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335(a), or any similar legislation applicable in the United States or in any other country where the Company or any affiliate intends to develop its activities.

No action or inaction based upon direction of the Board or advice of counsel to the Company shall constitute Cause. Poor performance shall not, in and of itself, constitute Cause. No termination of Executive's employment for Cause shall occur absent a resolution of the Board and the reasonable opportunity for Executive (with Executive's counsel) to be heard before the Board.

(b) Change in Control. "Change in Control" shall have the meaning set forth in the Plan, as in effect on the Effective Date.

(c) Code. "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

(d) Date of Termination. "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death; or (ii) if Executive's employment is terminated pursuant to Sections 3(a)(ii)-(vi) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 3(b), whichever is earlier.

(e) Disability. "Disability" shall mean, at any time the Company sponsors a long-term disability plan for the Company's employees, "disability" as defined in such long-term disability plan for the purpose of determining a participant's eligibility for benefits, *provided, however*, if the long-term disability plan contains multiple definitions of disability, "Disability" shall refer to that definition of disability which, if Executive qualified for such disability benefits, would provide coverage for the longest period of time. The determination of whether Executive has a Disability shall be made by the person or persons required to make disability determinations under the long-term disability plan. At any time the Company does not sponsor a long-term disability plan for its employees, "Disability" shall mean Executive's inability to perform, with reasonable accommodation, the essential functions of Executive's positions hereunder for a total of one hundred eighty (180) days within a twelve (12) month period as a result of incapacity due to mental or physical illness as determined by a physician selected by the Company

or its insurers and acceptable to Executive or Executive's legal representative, with such agreement as to acceptability not to be unreasonably withheld or delayed. Any refusal by Executive to submit to a medical examination for the purpose of determining Disability shall be deemed to constitute conclusive evidence of Executive's Disability.

(f) Good Reason. For the sole purpose of determining Executive's right to severance payments and benefits as described above, Executive's resignation will be with "Good Reason" if Executive resigns within one hundred twenty (120) days after any of the following events, unless Executive expressly consents in writing to the applicable event: (i) a reduction in Executive's Annual Base Salary or Target Bonus, other than a reduction of less than ten percent (10%) (aggregating all prior reductions) that is implemented in connection with a contemporaneous reduction in annual base salaries affecting other senior executives of the Company; (ii) a material decrease in Executive's authority or areas of responsibility as are commensurate with Executive's title or position with the Company; (iii) the relocation of Executive's primary working location to a location that is more than fifty (50) miles from Executive's home office in Worcester, Massachusetts as of the Effective Date; or (iv) the Company's breach of a material provision of this Agreement. Notwithstanding the foregoing, no Good Reason will have occurred unless and until: (a) Executive has provided the Company, within sixty (60) days of Executive's knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, written notice stating with specificity the applicable facts and circumstances underlying such finding of Good Reason; (b) the Company has had an opportunity to cure the same within thirty (30) days after the receipt of such notice; and (c) the Company shall have failed to so cure within such period.

8. Parachute Payments.

(a) Best Pay Provision. In the event that any payment or benefit received or to be received by Executive pursuant to the terms of any plan, arrangement or agreement (including any payment or benefit received in connection with a change in ownership or control or the termination of Executive's employment) (all such payments and benefits being hereinafter referred to as the "Total Payments") would be subject (in whole or part) to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, then the Total Payments shall be reduced to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (i) the net amount of such Total Payments, as so reduced (after subtracting the amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments); provided, however, that this sentence shall not apply if, immediately before the change in ownership or control on which such Total Payments are contingent or otherwise relate, no stock in the Company is readily tradeable on an established securities market or otherwise (as determined in accordance with Treasury Reg. Section 1.280G-1 Q&A 6). Except to the extent that an alternative reduction order would result in a greater economic benefit to Executive on an after-tax basis, the Parties intend that the Total Payments shall be reduced in the following order: (w) reduction of any cash severance payments otherwise payable to Executive that are exempt from Section 409A of the Code, (x) reduction of any other cash payments or benefits otherwise payable to Executive that are exempt from Section 409A of the Code, but excluding any payment attributable to the acceleration of vesting or payment with respect to any equity award that is exempt from Section 409A of the Code, (y) reduction of any other payments or benefits otherwise payable to Executive on a pro-rata basis or such other manner that complies with Section 409A of the Code, but excluding any payment attributable to the acceleration of vesting and payment with respect to any equity award that is exempt from Section 409A of the Code, and (z) reduction of any payments attributable to the acceleration of vesting or payment with

respect to any equity award that is exempt from Section 409A of the Code; *provided*, in case of clauses (x), (y) and (z), that reduction of any payments or benefits attributable to the acceleration of vesting of Company equity awards shall be first applied to equity awards with later vesting dates; *provided*, *further*, that, notwithstanding the foregoing, any such reduction shall be undertaken in a manner that complies with and does not result in the imposition of additional taxes on Executive under Section 409A of the Code. The foregoing reductions shall be made in a manner that results in the maximum economic benefit to Executive on an after-tax basis and, to the extent economically equivalent payments or benefits are subject to reduction, in a pro rata manner.

(b) Determinations. All determinations regarding the application of this Section 8 shall be made by an independent accounting firm or consulting group with nationally recognized standing and substantial expertise and experience in performing calculations regarding the applicability of Section 280G of the Code and the Excise Tax retained by the Company prior to the date of the applicable change in ownership or control (the "280G Firm"). For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments shall be taken into account which (x) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, or (y) constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation, (ii) no portion of the Total Payments the receipt or enjoyment of which Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the 280G Firm in accordance with the principles of Sections 280G(d)(3) and (4) of the Code. All determinations related to the calculations to be performed pursuant to this "Section 280G Treatment" section shall be done by the 280G Firm. The 280G Firm will be directed to submit its determination and detailed supporting calculations to both Executive and the Company within fifteen (15) days after notification from either the Company or Executive that Executive may receive payments which may be "parachute payments." Executive and the Company will each provide the 280G Firm access to and copies of any books, records, and documents as may be reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Agreement. The fees and expenses of the 280G Firm for its services in connection with the determinations and calculations contemplated by this Agreement will be borne solely by the Company.

(c) Exception. Notwithstanding the foregoing, if any portion of the Total Payments would not be subject to the Excise Tax if the stockholder approval requirements of Section 280G(b)(5) of the Code are satisfied, subject to Executive's waiver of the rights to such portion of the Total Payments above the safe harbor threshold in accordance with and to the extent required by Section 280G of the Code with respect to any portion of the Total Payments that would otherwise be subject to excise tax imposed by Section 4999 of the Code (before giving effect to any reduction in the Total Payments contemplated above), the Company shall use its reasonable best efforts to cause such payments to be submitted for such approval prior to the event giving rise to such payments. To the extent the Company submits any payment or benefit payable to Executive under this Agreement or otherwise to the Company's stockholders for approval in accordance with Treasury Reg. Section 1.280G-1 Q&A 7, the foregoing provisions under this Section 8 shall not apply following such submission and such payments and benefits will be treated in accordance with the results of such vote, except that any reduction in, or waiver above the safe harbor threshold of, such payments or benefits required by such vote will be applied without any application of discretion by Executive and in the order prescribed in Section 8(a).

9. Miscellaneous Provisions.

(a) Governing Law and Venue. This Agreement shall be governed, construed, interpreted and enforced in accordance with its express terms, and otherwise in accordance with the substantive laws of the Commonwealth of Massachusetts without reference to the principles of conflicts of law of the Commonwealth of Massachusetts or any other jurisdiction that would result in the application of the laws of a jurisdiction other than the Commonwealth of Massachusetts, and where applicable, the laws of the United States. Any suit brought hereon shall be brought in the state or federal courts sitting in the Commonwealth of Massachusetts, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Massachusetts law.

(b) Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(c) Notices. Any notice, request, claim, demand, document, and other communication hereunder to any Party shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by facsimile, email or certified or registered mail, postage prepaid, as follows:

(i) If to the Company, to the CEO of the Company at the Company's headquarters,

(ii) If to Executive, to the last address that the Company has in its personnel records for Executive, or

(iii) At any other address as any Party shall have specified by notice in writing to the other Party.

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Signatures delivered by facsimile or PDF shall be deemed effective for all purposes.

(e) Entire Agreement. The terms of this Agreement, the Restrictive Covenant Agreement incorporated herein by reference as set forth in Section 5, and any Release are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and supersede all prior understandings and agreements, whether written or oral, including any prior employment offer letter or employment agreement, between Executive and the Company. The Parties further intend that this Agreement, the Restrictive Covenant Agreement incorporated herein by reference as set forth in Section 5, and any Release shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of such agreements.

(f) Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by Executive and a duly authorized officer of Company. By an instrument in writing similarly executed, Executive or a duly authorized officer of the Company may waive compliance by the other Party with any specifically identified provision of this Agreement that such other Party was or is obligated to comply with or perform; *provided*, *however*, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder will preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

(g) Construction. This Agreement shall be deemed drafted equally by both the Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any Party shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections, or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (i) the plural includes the singular and the singular includes the plural; (ii) "and" and "or" are each used both conjunctively and disjunctively; (iii) "any," "all," "each," or "every" means "any and all," and "each and every"; (iv) "includes" and "including" are each "without limitation"; (v) "herein," "hereof," "hereunder" and other similar compounds of the word "here" refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (vi) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

(h) Arbitration. In the event of any dispute or claim relating to, or arising out of Executive's employment relationship with the Company or its affiliates, including, but not limited, claims of wrongful termination, age, race, gender, disability or other discrimination—but not including claims for sexual harassment or sexual assault—Executive and the Company agree that all such disputes shall be fully and finally resolved by binding arbitration conducted before a single neutral arbitrator pursuant to the rules for arbitration of employment disputes by the American Arbitration Association (available at www.adr.org) in the Commonwealth of Massachusetts. The arbitrator shall permit adequate discovery and is empowered to award all remedies otherwise available in a court of competent jurisdiction, and any judgment rendered by the arbitrator may be entered by any court of competent jurisdiction. The arbitrator shall issue an award in writing and state the essential findings and conclusions of law on which the award is based. By executing this Agreement, the Parties are both waiving the right to a jury trial with respect to any such disputes. The Company shall bear the costs of the arbitrator, forum and filing fees. Each Party shall bear its own respective attorney fees and all other costs, unless provided by law and awarded by the arbitrator.

(i) Enforcement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

(j) Withholding. The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to rely on the advice of counsel if any questions as to the amount or requirement of withholding shall arise.

(k) Section 409A.

(i) *General.* The intent of the Parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Company and Executive agree in good faith that the payments and benefits under this Agreement would not comply with Section 409A, the Parties hereto shall reasonably and in good faith attempt to modify this Agreement to comply with Section 409A while endeavoring to maintain the intended economic benefits hereunder.

(ii) *Separation from Service.* Notwithstanding anything in this Agreement to the contrary, (A) any compensation or benefits payable under this Agreement that is designated under this Agreement as payable upon Executive's termination of employment shall be payable only upon Executive's "separation from service" with the Company within the meaning of Section 409A (a "Separation from Service") and (B) in the event that, with respect to the amounts payable under Sections 4(b) or 4(c), the timing of the delivery of Executive's Release could cause such amounts to begin in one or another taxable year, to the extent such amounts are subject to Section 409A, then notwithstanding the payment timing set forth in such Sections, such amounts shall not be payable until the later of (1) the payment date specified in such Section or (2) the first business day of the taxable year following Executive's Separation from Service.

(iii) *Specified Employee.* Notwithstanding anything in this Agreement to the contrary, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (x) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company or (y) the date of Executive's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Executive (or Executive's estate or beneficiaries), and any remaining payments due to Executive under this Agreement shall be paid as otherwise provided herein.

(iv) *Expense Reimbursements.* To the extent that any reimbursements under this Agreement are subject to Section 409A, (A) any such reimbursements payable to Executive shall be paid to Executive no later than December 31 of the year following the year in which the expense was incurred, (B) Executive shall submit Executive's reimbursement request promptly following the date the expense is incurred, (C) the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, other than medical expenses referred to in Section 105(b) of the Code, and (D) Executive's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) *Installments.* Executive's right to receive any installment payments under this Agreement, including without limitation any continuation salary payments that are payable on Company payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

(l) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5 through 9 will survive the termination of Executive's employment and the termination of the Term.

10. Executive Acknowledgement.

Executive acknowledges that Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on Executive's own judgment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

CG ONCOLOGY, INC.

By: /s/Arthur Kuan
Name: Arthur Kuan
Title: Chief Executive Officer

EXECUTIVE

/s/Vijay Kasturi, M.D.
Print Name: Vijay Kasturi, M.D.

[Signature Page to Employment Agreement]

EXHIBIT A

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made by and between Vijay Kasturi, M.D. ("Executive") and CG Oncology, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of August 14, 2023 (the "Employment Agreement") and that certain Restrictive Covenant Agreement (as defined in the Employment Agreement); and

WHEREAS, in connection with Executive's termination of employment with the Company or a subsidiary or affiliate of the Company effective [_____], 20[__], the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releases as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive's ownership of vested equity securities of the Company, vested benefits or Executive's right to indemnification or liability insurance by the Company or any of its affiliates pursuant to contract or applicable law (collectively, the "Retained Claims").

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive's execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

1. Severance Payments and Benefits; Salary and Benefits. The Company agrees to provide Executive with the severance payments and benefits described in Section 4 of the Employment Agreement, payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement. In addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive the Accrued Obligations described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof.

2. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, any of its direct or indirect subsidiaries, and any of its or their current and former officers, directors, equity holders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees") related to Executive's employment with the Company or its subsidiaries or termination therefrom. Executive, on Executive's own behalf and on behalf of any of Executive's affiliated companies or entities and any of their respective heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement relating to Executive's employment with the Company or its subsidiaries or termination therefrom, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of the Company or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the Massachusetts Fair Employment Practices Act; the Massachusetts Equal Rights Act; the Massachusetts Labor and Industry Code (Mass. Gen. Laws c. 149) (including without limitation the Massachusetts Payment of Wages Law (Mass. Gen. Laws c. 149, § 148) and the Massachusetts Non-Competition Agreement Act (Mass. Gen. Laws c. 149, § 24L)); the Massachusetts Minimum Fair Wages Law (Mass. Gen. Laws c. 151); and the Massachusetts Family and Medical Leave Act, each as amended, or any other federal, state or local statute or ordinance;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company or any of its affiliates; and

(i) any and all claims for attorneys' fees and costs.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EXECUTIVE, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS EXECUTIVE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation and any right to receive an award for information provided thereunder, Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company for discrimination (with the understanding that Executive's release of claims herein bars Executive from recovering such monetary relief from the Company or any Releasee for any alleged discriminatory treatment), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims for indemnity under the bylaws of the Company, as provided for by Massachusetts or Delaware law or under any applicable insurance policy with respect to Executive's liability as an employee, director or officer of the Company, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law and any Retained Claims. This release further does not release claims for breach of Section 3(c) or Section 4 of the Employment Agreement. This release does not prevent Executive from cooperating with an investigation conducted by any such governmental agencies, including without limitation the National Labor Relations Board (the "NLRB"). Nothing herein will prevent Executive from participating in an activity permitted by Section 7 of the National Labor Relations Act or from filing an unfair labor practice charge with the NLRB.

3. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive has the right to and should consult with an attorney prior to executing this Agreement; (b) Executive has [twenty-one (21)] days within which to consider this Agreement, and the Parties agree that such time period to review this Agreement shall not be extended upon any material or immaterial changes to this Agreement; (c) Executive has seven (7) business days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired without revocation; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the [twenty-one (21)] day period identified above, Executive hereby acknowledges

that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement. To revoke this Agreement, Executive must notify the Company in writing sent to the Chief Executive Officer of the Company, and such revocation must be received no later than the seventh (7^{th}) business day after Executive signs this Agreement.

4. Restrictive Covenants.

(a) Executive acknowledges his ongoing obligations under Section 5 of the Employment Agreement. Sections 5(e) and 5(f) of the Employment Agreement are hereby incorporated by reference and will apply to this Agreement as if set forth herein. The enforcement terms set forth therein shall apply to this Section 4.

(b) Executive acknowledges that during the course of his employment with the Company, he became become familiar with the trade secrets of the Company and with other Confidential Information (as defined in the Restrictive Covenant Agreement) concerning the Company and its predecessors and that Executive's services were of special, unique and extraordinary value to the Company. Therefore, Executive agrees that, during the period of one year immediately following the termination of Executive's employment (the "Non-Competition Restricted Period"), Executive shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for, be employed in an executive, managerial, administrative or other capacity by, or in any manner engage in, any business or entity competing with the Business (as defined in the Restrictive Covenant Agreement) in any country in which Executive had a material presence or the Company conducts business during the last two years of Executive's employment or in which the Company has material plans to conduct business as of the termination of Executive's employment. Nothing herein shall prohibit Executive from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded, so long as Executive has no active participation in the business of such corporation. In the event Executive breaches his fiduciary duty to the Company or unlawfully takes, physically or electronically, property belonging to the Company as reasonably determined by the Company, the Non-Competition Restricted Period as defined above shall be extended for one additional year, for a maximum period of two years immediately following his termination of employment from the Company. Further, in the event Executive breaches this Section 4(b), the Non-Competition Restricted Period shall extend for each day of Executive's non-compliance, so as to give the Company the bargained for benefit of Executive's non-competition covenants.

(c) If, at the time of enforcement of this Section 4, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law.

(d) Executive acknowledges that the restrictions contained in this Section 4 are reasonable and that Executive has been provided an opportunity to review the provisions of this Agreement with his legal counsel.

5. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

6. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

7. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 9(a), 9(c), and 9(h) of the Employment Agreement.

8. Effective Date. Executive has seven (7) business days after Executive signs this Agreement to revoke it and this Agreement will become effective on the day immediately following the seventh business day after Executive signed this Agreement (the "Effective Date").

9. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

10. Entire Agreement. The terms of this Agreement, the Employment Agreement and the Restrictive Covenant Agreement are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and supersede all prior understandings and agreements, whether written or oral, including any prior employment offer letter or employment agreement, between Executive and the Company. The Parties further intend that this Agreement, the Employment Agreement and the Restrictive Covenant Agreement shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of such agreements.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EXECUTIVE

Dated: _____

_____

Print Name: Vijay Kasturi, M.D.

CG ONCOLOGY, INC.

Dated: _____

By: _____

Name: _____

Title: _____

EXHIBIT B

RESTRICTIVE COVENANT AGREEMENT

[*Attached*]