

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 10-K

(Mark One)

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

FOR THE FISCAL YEAR ENDED DECEMBER 31 , 2023

OR

o

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

FOR THE TRANSITION PERIOD FROM _____ TO _____

Commission file number: 001-39321

AVIDITY BIOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

46-1336960

(I.R.S. Employer
Identification No.)

10578 Science Center Drive , Suite 125

San Diego , CA

(Address of Principal Executive Offices)

92121

(Zip Code)

(858) 401-7900

(Registrant's Telephone Number, Including Area Code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	RNA	The Nasdaq Global Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes x No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934. Yes o No x

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

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

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

Large accelerated filer

x

Accelerated filer

o

Non-accelerated filer

o

Smaller reporting company

o

Emerging growth company

o

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. x

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. o

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). o

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

As of June 30, 2023, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately \$ 811.3 million, based on the closing price of the registrant's common stock on the Nasdaq Global Market of \$11.09 per share.

As of February 15, 2024, the registrant had 79,719,473 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Certain sections of the registrant's definitive proxy statement for the 2024 annual meeting of stockholders to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year covered by this Form 10-K are incorporated by reference into Part III of this Form 10-K.

AVIDITY BIOSCIENCES, INC.

TABLE OF CONTENTS

FORM 10-K
For the Year Ended December 31, 2023

INDEX

[PART I](#)

Item 1.	Business	1
Item 1A.	Risk Factors	29
Item 1B.	Unresolved Staff Comments	82
Item 1C.	Cybersecurity	82
Item 2.	Properties	83
Item 3.	Legal Proceedings	83
Item 4.	Mine Safety Disclosures	83

[PART II](#)

Item 5.	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	84
Item 6.	[Reserved]	85
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	86
Item 7A.	Quantitative and Qualitative Disclosures About Market Risk	95
Item 8.	Financial Statements and Supplementary Data	95
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	95
Item 9A.	Controls and Procedures	95
Item 9B.	Other Information	99
Item 9C.	Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	99

[PART III](#)

Item 10.	Directors, Executive Officers and Corporate Governance	100
Item 11.	Executive Compensation	100
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	100
Item 13.	Certain Relationships and Related Transactions, and Director Independence	100
Item 14.	Principal Accountant Fees and Services	100

[PART IV](#)

Item 15.	Exhibit and Financial Statement Schedules	101
Item 16.	Form 10-K Summary	101

PART I

Forward-Looking Statements and Market Data

This annual report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. All statements other than statements of historical facts contained in this annual report, including, without limitation, statements regarding our future results of operations and financial position, business strategies and plans, research and development plans, the timing and likelihood of resolution of the partial clinical hold related to AOC 1001, the anticipated timing, costs, design and conduct of our ongoing and planned preclinical studies and clinical trials for our product candidates, the anticipated timing of release of data from our ongoing clinical trials, the timing and likelihood of regulatory filings and approvals for our product candidates, the timing and likelihood of success, plans and objectives of management for future operations and future results of anticipated product development efforts, and the anticipated impacts of any pandemics or epidemics, inflationary pressures, and the ongoing hostilities in Ukraine and the Middle East on our business, 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. This annual report on Form 10-K also contains estimates and other statistical data made by independent parties and by us relating to market size and growth and other data about our industry. This data involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. In addition, projections, assumptions and estimates of our future performance and the future performance of the markets in which we operate are necessarily subject to a high degree of uncertainty and risk.

In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “contemplate,” “believe,” “estimate,” “predict,” “potential” or “continue” or the negative of these terms or other similar expressions. The forward-looking statements in this annual report are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this annual report and are subject to a number of risks, uncertainties and assumptions, including those described in Part I, Item 1A, “Risk Factors.” 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 do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise. All forward-looking statements are qualified in their entirety by this cautionary statement, which is made under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

This annual report includes trademarks, tradenames and service marks that are the property of other organizations. Solely for convenience, trademarks and tradenames referred to in this annual report may 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.

We maintain a website at www.aviditybiosciences.com, to which we regularly post copies of our press releases as well as additional information about us. Our filings with the Securities and Exchange Commission, or SEC, are available free of charge through our website as soon as reasonably practicable after being electronically filed with or furnished to the SEC. Information contained in our website does not constitute a part of this report or our other filings with the SEC.

ITEM 1. Business

We are a biopharmaceutical company committed to delivering a new class of RNA therapeutics called Antibody Oligonucleotide Conjugates, or AOCs. Our proprietary AOC platform is designed to combine the specificity of monoclonal antibodies, or mAbs, with the precision of RNA therapeutics to target the root cause of diseases previously untreatable with RNA therapeutics. Our advancing and expanding pipeline currently has three programs in clinical development. AOC 1001 is designed to treat people with myotonic dystrophy type 1,

or DM1, and is currently in Phase 1/2 development with the ongoing MARINA open label extension study, or MARINA-OLE™. In mid-2024, we plan to initiate the global Phase 3 HARBOR™ trial of AOC 1001 for adults living with DM1. AOC 1020 is designed to treat people living with facioscapulohumeral muscular dystrophy, or FSHD, and is currently in Phase 1/2 development with the FORTITUDE™ trial. AOC 1044 is designed for people with Duchenne muscular dystrophy and is currently in Phase 1/2 development with the EXPLORE44™ trial. AOC 1044 is specifically designed for people with mutations amenable to exon 44 skipping, or DMD44, and is the first of multiple AOCs we are developing for DMD. AOC 1001, AOC 1020 and AOC 1044 have all been granted Orphan Designation by the FDA and the European Medicines Agency, or EMA, and Fast Track Designation by the FDA. The FDA has also granted AOC 1044 Rare Pediatric Disease Designation. We continue to advance and expand our internal discovery pipeline with the addition of new research and development candidates to treat conditions in skeletal muscle and cardiology as we continue to deliver on the RNA revolution. In addition to our own internal research programs, we continue to explore the full potential of our AOC platform through collaborations and partnerships that we have initiated, including programs in cardiology, immunology, and other select indications outside of muscle.

With three AOC product candidates in clinical development, we plan to report data from multiple ongoing trials in 2024, dose escalate the remaining participants in the MARINA-OLE study from 2 mg/kg to 4 mg/kg of AOC 1001, and in mid-2024 initiate our global Phase 3 HARBOR™ trial of AOC 1001 for DM1. In March 2024 we will be sharing a first look at long-term efficacy and safety data from the MARINA-OLE™ trial of AOC 1001 in people living with DM1. In the second quarter of 2024, we anticipate reporting preliminary data in approximately half of the study participants in the Phase 1/2 FORTITUDE™ trial of AOC 1020 in FSHD. In the second half of 2024, we plan to share 5 mg/kg cohort data from the Phase 1/2 EXPLORE44™ trial of AOC 1044 in people living with DMD44.

Our Strategy

Our vision is to profoundly improve people's lives by revolutionizing the delivery of RNA therapeutics. We are executing on that vision by focusing on our three strategic pillars: a disruptive and broad AOC platform, an advancing and expanding pipeline and building an agile and diverse company. With this strategy, our goal is to discover, develop and commercialize novel AOC therapeutics that overcome current barriers to the delivery of oligonucleotides and unlock their potential to treat a wide range of serious diseases currently lacking adequate treatment options. The key elements of our strategy to achieve this goal are to:

- **Harness the power of our AOC platform to develop a new class of drugs.** We are committed to delivering a new class of RNA therapeutics by utilizing decades of research on the power of oligonucleotides. With preliminary data from our AOC 1001 MARINA clinical trial, we have demonstrated successful targeted delivery of RNA into muscle in humans. Our deep experience with oligonucleotide therapeutics, modulation of RNA processes, antibody engineering and conjugation, and drug delivery techniques provide the foundation for our efforts to address the current limitations of oligonucleotide therapies. Our disruptive and broad AOC platform also affords us the option to deploy various types of oligonucleotides, including small interfering RNAs, or siRNAs, and phosphorodiamidate morpholino oligomers, or PMOs, whose specific mechanisms of action modify RNA function in different ways. We now have AOC programs in clinical development that utilize both siRNAs and PMOs. This flexibility allows us to use oligonucleotides that are tailored to have the potential to modulate a given disease process. Potential mechanisms of action for these oligonucleotides can range from reducing the expression of disease-related RNA with siRNAs, to correction of aberrant processing of RNAs with splice modifying oligonucleotides. AOCs are designed to do the following:
 - Combine the proven technologies of approved mAbs and oligonucleotides
 - Deliver to tissues previously untreatable with RNA therapeutics, starting with muscle and broadening to other tissues and cell types
 - Scale with experienced manufacturers who are able to utilize well-established and scalable methods for manufacturing mAbs and oligonucleotides. We also have the ability to use a single mAb across multiple programs, providing significant leverage around development costs and timelines associated with each incremental muscle program.
- **Continue Advancing and Expanding Our Pipeline.** With three programs currently in clinical development, we are also advancing and expanding our innovative AOC pipeline to offer treatment options for people across a wide range of therapeutic areas. Our first AOC programs are from our rare muscle disease franchise. We are also broadening the reach of AOCs beyond muscle tissues through

both internal discovery efforts and key partnerships. We are progressing our pipeline in the following ways:

- **Advancing our lead muscle disease product candidates through ongoing and planned clinical trials to approval.** We have three programs in clinical development: AOC 1001 for DM1, AOC 1020 for FSHD and AOC 1044 for DMD44. Each is designed to address the root cause of the underlying disease. AOC 1001 and AOC 1020 each consist of a proprietary mAb that binds to the transferrin receptor 1, or TfR1, receptor conjugated with a siRNA. AOC 1044 consists of the same proprietary mAb to TfR1 conjugated with a PMO. There are no approved therapies to treat the underlying causes of DM1, FSHD or DMD44.
- **Progressing our skeletal muscle pipeline.** We remain focused on researching potential skeletal muscle indications that are optimal for RNA targeting and that have patient populations with high unmet need. In addition to our programs in clinical development, our current pipeline includes programs in DMD targeting additional exons as well as programs targeting other skeletal muscle diseases with limited or no treatment options. Preclinical development on these programs is ongoing and ranges in stage from early discovery work to one program in lead optimization.
- **Expanding our pipeline into other indications.** We continue to pursue additional programs that expand our AOC pipeline beyond muscle and into other indications including cardiology and immunology. We have one preclinical rare cardiac program in lead optimization. In November 2023, we announced an expansion of our cardiovascular collaboration with Bristol-Myers Squibb Company, or BMS. The global licensing and research collaboration will focus on discovery, development and commercialization of up to five cardiovascular targets. In addition, through our collaboration with Eli Lilly and Company, or Lilly, we are working on potential new medicines in immunology and other select indications. Through additional internal discovery efforts and partnerships, we continue to work to discover, develop and commercialize novel AOC therapeutics that overcome current barriers to the delivery of oligonucleotides and unlock their potential to treat a wide range of serious diseases currently lacking adequate treatment options.
- **Build an agile and diverse company.** We have assembled a management team with deep experience in the discovery, development and commercialization of RNA therapeutics. The team also has extensive knowledge of oligonucleotide therapeutics, modulation of RNA processes, antibody engineering and conjugation, and drug delivery techniques. Our team also has broad experience in the discovery, development and commercialization of products for rare diseases, including building clinical and commercial organizations that support the unique needs of the rare disease community.

As we grow the company, we plan to continue to employ a disciplined strategy to maximize the value of our pipeline by retaining development and commercialization rights to those product candidates, indications and geographies that we believe we can ultimately commercialize successfully on our own if they are approved. We plan to collaborate on product candidates that we believe have promising utility in disease areas or patient populations that are better served by the resources or specific expertise of other biopharmaceutical companies. Through collaborations and our internal research, we plan to continue to invest our resources in our AOC platform to explore the full potential of our AOCs in additional previously inaccessible tissue and cell types.

Our AOC Product Platform

Overview

We are committed to delivering a new class of RNA therapeutics called AOCs designed to overcome the current limitations of oligonucleotide therapies in order to treat a wide range of serious diseases. We utilize our proprietary AOC platform to design, engineer and develop therapeutics that combine specificity of mAbs with the precision of oligonucleotide therapies to target the root cause of diseases previously untreatable with such therapeutics. All of our oligonucleotides target disease-related RNA. RNA is a polymeric molecule essential in the coding, decoding, regulation and expression of genes. We have accumulated deep experience regarding oligonucleotide therapeutics, modulation of RNA processes, antibody engineering and conjugation, and drug delivery techniques. We collectively refer to the know-how and proprietary technology born out of this experience, and their systematic application in the design and development of our product candidates, as our AOC platform.

In January 2024, we announced that we plan to report data from our ongoing clinical trials in 2024, dose-escalate the remaining participants in MARINA-OLE from 2 mg/kg to 4 mg/kg of AOC 1001, and in mid-2024 initiate our global Phase 3 HARBOR trial of AOC 1001 for people living with DM1. In March, 2024 we will be sharing a first look at long-term efficacy and safety data from the MARINA-OLE trial of AOC 1001 in people living with DM1. In the second quarter of 2024 we anticipate reporting preliminary data in approximately half of the study participants in the Phase 1/2 FORTITUDE trial of AOC 1020 in FSHD. In the second half of 2024, we plan to share 5 mg/kg cohort data from the Phase 1/2 EXPLORE44 trial of AOC 1044 in people living with DMD44.

In December 2023, we announced positive AOC 1044 data in healthy volunteers from the Phase 1/2 EXPLORE44 clinical trial for the treatment of DMD44. The data demonstrated that AOC 1044 delivered increases in PMO concentrations in skeletal muscle following a single dose of 5 mg/kg or 10 mg/kg, providing up to 50-times greater PMO concentrations in skeletal muscle when compared to a single dose of peptide conjugated PMOs in healthy volunteers. AOC 1044 was well tolerated in healthy volunteers, produced statistically significant exon 44 skipping compared to placebo of up to 1.5% in healthy volunteers after a single dose of 10 mg/kg of AOC 1044 at Day 29 and increased exon skipping in all participants.

In November 2023, we announced an exclusive global licensing and research collaboration with BMS focused on the discovery, development and commercialization of multiple cardiovascular targets. The payments to us under this collaboration include (i) \$100 million upfront, which amount includes an approximately \$40 million purchase by BMS of our common stock in a private placement, (ii) up to approximately \$2.2 billion in milestone payments and (iii) tiered royalty payments on certain net sales, if any. This strategic collaboration broadens the reach of AOCs through the expansion of our existing relationship with BMS. The collaboration with BMS is separate from our internal discovery pipeline consisting of research and development candidates to treat rare skeletal muscle conditions and rare cardiac muscle diseases that are not competitive to the cardiovascular targets included in the BMS collaboration.

In October 2023, we announced new Phase 1/2 AOC 1001 data demonstrating improvement in additional functional measures including hand grip, muscle strength (Manual Muscle Testing composite score and both upper and lower Quantitative Muscle Testing composite scores) and patient reported outcomes, or PROs. These data augment previously reported data from April 2023 that showed improvements in myotonia, muscle strength and mobility. The data reported in October for AOC 1001 continued to demonstrate favorable safety and tolerability results.

In May 2023, we announced that the FDA eased the partial clinical hold on AOC 1001, allowing us to double the number of participants in the MARINA-OLE study receiving 4 mg/kg of AOC 1001 by dose-escalating 12 participants from 2 mg/kg to 4 mg/kg and to enroll new participants at 2 mg/kg. The dose escalation of 12 participants in the MARINA-OLE from AOC 1001 2 mg/kg to 4 mg/kg has been completed. Data showed no neurological events and no MRI changes following dosing. We have now commenced dose escalating the remaining participants in the MARINA-OLE from 2 mg/kg to 4mg/kg of AOC 1001 following our announcement in January 2024.

Our Approach

Based on the data-driven hypothesis that the delivery of oligonucleotides can be greatly enhanced by using antibodies as conjugates, our scientists have established a framework for screening potential cell surface protein-mAb pairs to determine which pairs we believe are well suited to deliver active oligonucleotides to specific cell types. We have identified multiple cell surface protein-mAb pairs that can deliver oligonucleotides into various tissue and cell types to induce pharmacologic changes. For example, we have employed AOCs built on a scaffold of a mAb or mAb fragment that binds with high selectivity and affinity to TfR1 to deliver oligonucleotides to cell types outside of the liver.

Our AOC platform also affords us the option to deploy various types of oligonucleotides, including siRNAs and PMOs, whose specific mechanisms of action modify RNA function in different ways. We have programs utilizing both siRNAs and PMOs in clinical development. This flexibility allows us to use oligonucleotides that are tailored to modulate a given disease process. Mechanisms of these oligonucleotides can range from reducing the expression of a disease-related RNA with siRNAs, to correction of aberrant processing of RNAs with splice modifying oligonucleotides.

Advantages of our AOC Product Platform

We believe that the product candidates derived from our AOC platform will have the potential to offer the following distinct advantages:

- *Expand scope of diseases addressable with oligonucleotides*: (i) utilize identified cell surface protein-antibody pairs to design oligonucleotides to precisely target the underlying cause of diseases previously untreatable with RNA therapeutics; (ii) flexibility to deploy an appropriate oligonucleotide type for different diseases; and (iii) optimize all structural components of our AOCs for effective delivery—the oligonucleotide, the mAb and the antibody conjugate design.
- *Potential to mitigate toxicity by limiting drug exposure*: (i) selection of the most potent oligonucleotide type; (ii) targeted delivery to tissues and cells; and (iii) infrequent administration.
- *Infrequent dosing*: (i) ability to deliver oligonucleotides to tissues and cells at concentrations that produce pronounced and prolonged pharmacodynamic effects as observed in our preclinical models; and (ii) ability to select appropriate oligonucleotide mechanisms to maximize durability.
- *Readily reproducible and scalable*: (i) AOCs synthesized using well-established and scalable methods for manufacturing mAbs and oligonucleotides; and (ii) ability to use a single mAb across multiple programs provides significant leverage around development costs and timelines associated with each incremental muscle program. For example, we use the same mAb targeting TfR1 across our current muscle franchise.

Our Development Programs

We are advancing and expanding our innovative AOC pipeline to develop potential treatment options for patients and their families across a wide-range of therapeutic areas. Our first AOC programs are from our muscle disease franchise where we have leveraged our deep experience with oligonucleotide therapeutics, modulation of RNA processes, antibody engineering and conjugation and drug delivery techniques. We now have programs in our early-stage development pipeline through internal efforts and external collaborations that explore utilizing AOCs in additional indications including cardiology and immunology. The research and development chart below represents a summary of our wholly owned and partnered development programs.

Diverse and Expanding AOC Pipeline

PROGRAM / INDICATION	TARGET	LEAD OPTIMIZATION	IND ENABLING	PHASE 1/2	PHASE 3
AOC 1001 Myotonic Dystrophy Type 1 (DM1)	DMPK				
AOC 1044 Duchenne Muscular Dystrophy (DMD)	Exon 44				
AOC 1020 Facioscapulohumeral Muscular Dystrophy (FSHD)	DUX4				
Additional DMD Programs	Exon 45 & Undisclosed				
Rare Skeletal Muscle Program	Undisclosed				
Rare Cardiac Program	Undisclosed				

Our Muscle Disease Franchise

We have selected muscle as the first tissue type in which to explore the potential of our AOCs. In our early screening efforts, we observed a 95% reduction of target gene expression in mouse skeletal muscle with the AOC we tested, which in part led us to focus on developing a deep pipeline of AOCs that are designed to address multiple muscle diseases including DM1, FSHD and DMD. We currently use the same proprietary mAb

targeting Tfr1 across our muscle programs, which we believe gives us significant leverage of development costs and timelines associated with each incremental muscle program.

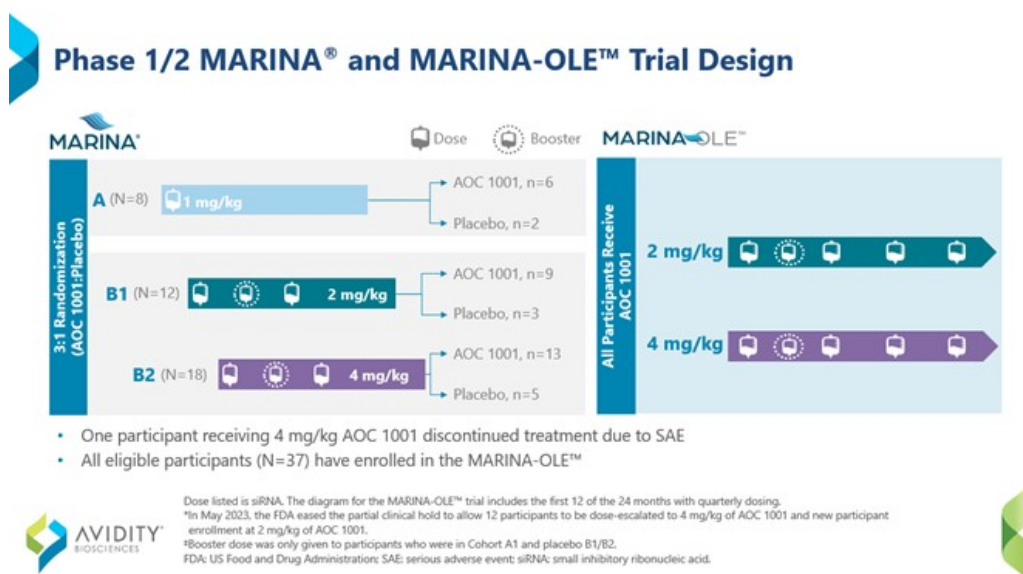
Our Clinical Programs

AOC 1001 for the Treatment of Myotonic Dystrophy Type 1 (DM1)

Our lead product candidate utilizing the AOC platform, AOC 1001, is designed to address the root cause of DM1 by reducing levels of a disease-related mRNA called DMPK. AOC 1001 consists of a proprietary mAb that binds to Tfr1 conjugated with a siRNA targeting DMPK mRNA. The FDA and EMA have granted Orphan Designation for AOC 1001. The FDA also granted Fast Track Designation to AOC 1001 for the treatment of DM1.

Phase 1/2 MARINA Clinical Trial

The Phase 1/2 MARINA clinical trial was designed to evaluate the safety and tolerability of single and multiple ascending doses of AOC 1001 administered intravenously in adults with DM1. The MARINA trial was a randomized, double-blind, placebo-controlled, Phase 1/2 clinical trial that assessed the activity of AOC 1001 across key biomarkers, including spliceopathy, an important biomarker for DM1, and knockdown of DMPK mRNA. Though the Phase 1/2 trial was not powered to assess functional benefit, it explored the clinical activity of AOC 1001 in multiple measures of muscle function including myotonia, muscle strength, measures of mobility as well as PROs and quality of life measures. Patients had the option to enroll in MARINA-OLE, an open-label extension study, at the end of the post-treatment period. All eligible participants chose to enroll in the MARINA-OLE study.



The U.S. Food and Drug Administration, or FDA, placed a partial clinical hold on new participant enrollment in the Phase 1/2 MARINA clinical trial of AOC 1001 in September 2022. The partial clinical hold is in response to a serious adverse event, or SAE, reported in a single participant in the 4mg/kg cohort of the MARINA study.

In May 2023, we announced that the FDA eased the partial clinical hold on AOC 1001, allowing us to double the number of participants in the MARINA-OLE study receiving 4 mg/kg of AOC 1001 by dose-escalating 12 participants from 2 mg/kg to 4 mg/kg and to enroll new participants at 2 mg/kg. The dose escalation of 12 participants in the MARINA-OLE from AOC 1001 2 mg/kg to 4 mg/kg has been completed. Data showed no neurological events and no MRI changes following dosing. We have now commenced dose escalating the remaining participants in the MARINA-OLE from 2 mg/kg to 4mg/kg of AOC 1001 following our announcement in January 2024.

The sites participating in the MARINA-OLE study are all part of the Myotonic Dystrophy Clinical Research Network, or DMCRN. The DMCRN is running a natural history study called Establishing Biomarkers and Clinical Endpoints in Myotonic Dystrophy Type 1, or END-DM1. We have entered into an agreement supporting END-DM1, a non-interventional study designed to advance the understanding of disease progression in approximately 700 people with DM1. This agreement allows us to assess the data from END-DM1, which we believe continues to support the clinical development of AOC 1001.

DM1 Disease Overview

DM1 is an underrecognized, progressive and often fatal neuromuscular disease with multiple organ involvement. DM1 is a monogenic, autosomal dominant disease caused by a triplet-repeat in the DMPK gene, resulting in a toxic gain of function mRNA. DM1 primarily affects skeletal, smooth and cardiac muscle and can be highly variable with respect to severity, presentation and age of onset. Patients can suffer from a constellation of manifestations including myotonia and muscle weakness, respiratory problems, fatigue, hypersomnia, cardiac abnormalities, gastrointestinal complications, and cognitive and behavioral impairment. DM1 is estimated to affect over 40,000 people in the United States and there are similar prevalence estimates for Europe. All forms, except the late-onset form, of DM1 are associated with high levels of disease burden and may cause premature mortality.

Current Treatment Landscape and Limitations

There are currently no approved therapies to treat DM1, and medical care is focused largely on symptom management. Due to the well-known challenges of delivery, a previous attempt at treating DM1 with an unconjugated antisense oligonucleotide was discontinued. Therefore, there remains a high unmet medical need for new disease modifying therapies.

Our Solution

AOC 1001 consists of a proprietary mAb that binds to TfR1 conjugated with a siRNA, siDMPK.19, targeted to DMPK RNA, and is designed to be administered to the patient as an intravenous infusion. We believe that the following specific characteristics of AOC 1001 position it to have advantages over historical and current efforts to develop an effective therapy for people with DM1:

- *Addresses the underlying cause of the disease*—DM1 is caused by an increase in the number of CUG triplet repeats occurring in the DMPK gene product. AOC 1001 is designed to reduce the expression levels DMPK RNA, thereby reducing the CUG burden in the nucleus and thereby releasing muscle blind-like protein to allow for normal mRNA processing.
- *Efficient delivery of drug substance to diseased cells*—In an effort to solve for challenges identified in prior unsuccessful efforts to deliver an unconjugated oligonucleotide into muscle cells, the TfR1 antibody component of AOC 1001 facilitates efficient delivery of AOC 1001 to skeletal and cardiac muscle cells. Once inside the muscle cells, the siRNA component of AOC 1001, siDMPK.19, acts to reduce levels of DMPK mRNA in both the nucleus and the cytoplasm. In preclinical studies in cynomolgus monkeys, we observed that treatment with an AOC containing siDMPK.19 produced a greater than 50% reduction of DMPK mRNA across a wide range of skeletal muscles at a concentration of 1 nM or less, approximately 1,000 fold more potent than has been reported for an unconjugated antisense oligonucleotide. We also observed reductions in DMPK mRNA in the gastrointestinal tract.
- *Reproducible and scalable therapeutic*—As with all our AOCs, AOC 1001 is readily synthesized using well-established and scalable methods for manufacturing mAbs and oligonucleotides.

AOC 1001 Data Reported in October 2023 from the Phase 1/2 MARINA Trial and MARINA-OLE Study

AOC 1001 data released in October 2023 demonstrated improvement in additional functional measures augmenting previously reported positive data that demonstrated improvements in functional assessments of myotonia (video hand opening time, or vHOT), strength (Quantitative Muscle Testing total score, or QMT) and mobility (10-meter walk run test, or 10mWRT and the Timed Up and Go test, or TUG).

New AOC 1001 data presented included:

- Multiple additional measures of strength:
 - Hand grip

- Manual Muscle Testing (MMT) composite score
- Both upper and lower QMT composites
- DM1-Activ, a PRO that measures activities of daily living (e.g., taking a shower, visiting family or friends, and walking up stairs).
- Long-term AOC 1001 safety and tolerability data included data from the MARINA-OLE study with over 200 infusions totaling 46.2 patient-years of exposure.
- The most common AEs in the MARINA-OLE study were procedural pain (22%), pain in extremity (such as arm, leg or foot pain/soreness) and headache (both 16%).
- There was one resolved adverse event of mild increase in liver enzymes.
- There have been no reported AEs of anemia in the MARINA-OLE study. In the MARINA clinical program, anemia has been asymptomatic except for one participant who did not require treatment.
- There have been no discontinuations in the MARINA-OLE study.
- In March 2024, we will be sharing a first look at long-term efficacy and safety data from the Marina-OLE trial of AOC 1001 in people living with DM1.

Topline Data from AOC 1001 Phase 1/2 MARINA Trial

In April 2023, we reported top-line data of AOC 1001 from the MARINA trial. The MARINA trial concluded with 38 participants enrolled at 1 mg/kg, 2 mg/kg or 4 mg/kg of AOC 1001. Results from the MARINA trial demonstrated:

- Directional improvement in multiple functional assessments including measures of myotonia, strength and mobility:
 - Myotonia was measured by vHOT and is a hallmark of DM1 where relaxation of key muscle groups is impaired
 - Measures of strength included the QMT total score which is based on six muscle groups from both the upper and lower body
 - Mobility was assessed by the 10mWRT and the TUG
 - The endpoints used in the MARINA trial measure important aspects of the disease and correspond to those utilized in the ongoing END-DM1 natural history study
- Meaningful DMPK reduction and splicing changes in participants treated with AOC 1001
- Splicing changes followed by directional improvements in functional measures at 2 mg/kg and 4 mg/kg doses of AOC 1001
- AOC 1001 demonstrated broad splicing improvements in more than 1000 genes impacted in DM1, confirming activity in the nucleus
- Favorable long-term safety and tolerability profile of AOC 1001 with most adverse events mild or moderate.

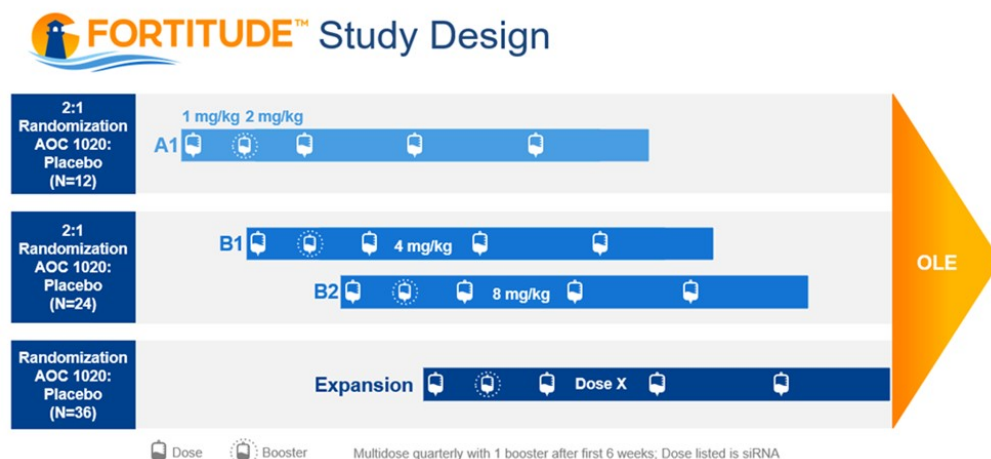
AOC 1020 for the Treatment of Facioscapulohumeral Muscular Dystrophy (FSHD)

We are developing AOC 1020 to treat the underlying cause of FSHD, one of the most common forms of muscular dystrophy. Our therapeutic strategy in FSHD is to use an AOC based on our proprietary mAb that targets Tfr1 to deliver a siRNA targeted to DUX4 mRNA. The FDA and EMA have granted Orphan Designation for AOC 1020. The FDA also granted Fast Track Designation to AOC 1020 for the treatment of FSHD.

Phase 1/2 FORTITUDE Clinical Trial

AOC 1020 is currently being studied in the Phase 1/2 FORTITUDE trial in adult participants with FSHD. The FORTITUDE trial is a randomized, placebo-controlled, double-blind, Phase 1/2 clinical trial designed to evaluate single and multiple doses of AOC 1020 in approximately 70 adult participants with FSHD. FORTITUDE will evaluate the safety, tolerability, pharmacokinetics, and pharmacodynamics of AOC 1020 administered intravenously, with the primary objective being the safety and tolerability of AOC 1020 in FSHD patients. Activity

of AOC 1020 will be assessed using key biomarkers, including magnetic resonance imaging, or MRI, measures of muscle volume and composition. Though the Phase 1/2 trial is not statistically powered to assess functional benefit, it will explore the clinical activity of AOC 1020 including measures of mobility and muscle strength as well as PROs and quality of life measures. Participants will have the option to enroll in an open-label extension study at the end of the treatment period in the FORTITUDE study. In the second quarter of 2024, we anticipate reporting preliminary data in approximately half of the study participants in the FORTITUDE trial in FSHD. The FDA and EMA have granted Orphan Designation for AOC 1020. The FDA also granted Fast Track Designation to AOC 1020 for the treatment of FSHD.



The majority of sites participating in the FORTITUDE trial are part of the FSHD clinical trial research network, or FSHD CTRN. We are partnering with the FSHD CTRN on the ongoing natural history study called Motor Outcomes to Validate Evaluations in FSHD, or MOVE FSHD. We are sponsoring the MOVE Plus, or MOVE+, sub-study which is enrolling approximately 100 participants in the US. The goal of MOVE+ is to enhance the community's understanding of how to utilize whole-body MRI and other tools to identify specific biomarkers for FSHD that can accelerate and support future clinical trial design.

Disease Overview

FSHD is characterized by progressive and often asymmetric skeletal muscle loss that initially causes weakness in muscles in the face, shoulders, arms and trunk and progresses to weakness in muscles in lower body. FSHD is an autosomal dominant disease caused by the aberrant expression of the DUX4 gene in the skeletal muscle, which activates genes that are toxic to muscle cells and leads to a series of downstream events that result in skeletal muscle wasting and compromised muscle function. Skeletal muscle weakness results in physical limitations throughout the whole body, including an inability to lift arms for more than a few seconds, loss of ability to show facial expressions and serious speech impediments. These symptoms cause many people affected by FSHD to become dependent on the use of a wheelchair for mobility. FSHD affects both sexes equally, with onset typically in teenage and young adult years. The FSHD Society estimated FSHD affects approximately one in 20,000 people in the United States. A recent study conducted in the Netherlands reported a more frequent prevalence of one in 8,333 people. We believe that the patient population is between 16,000 to 38,000 in the United States. As is typical in diseases with no approved therapies, we believe that these patient population estimates are conservative.

Current Treatment Landscape and Limitations

Currently there is no treatment for FSHD, and there are no therapies to treat the underlying cause of FSHD. Current approaches are focused on support for activities of daily living and mobility, improved functioning and lowering the risk of complications. They include physical therapy, exercise, pain management and orthopedic interventions.

Our Solution

AOC 1020 consists of our proprietary mAb that is designed to bind to TfR1 conjugated with a siRNA targeted to DUX4 mRNA to be administered as an intravenous infusion. Our preclinical data support our hypotheses on the potential advantages of AOC 1020. We believe these data suggest that AOC 1020 targets the root cause of FSHD, and may have the potential advantage of infrequent administration.

We believe that the following specific characteristics of AOC 1020 position it to have advantages over historical and current efforts to develop an effective therapy for people with FSHD:

- *Addresses the underlying cause of the disease*—AOC 1020 is designed to reduce the expression of the DUX4 mRNA, thereby reducing the expression of the DUX4 protein resulting in reduced expression of the downstream genes that are believed to cause FSHD. We believe these downstream genes can be used as biomarkers to assess the disease state and therapeutic activity.
- *Efficient delivery of drug substance to diseased cells*—The TfR1 antibody component of the AOC is designed to facilitate efficient delivery to skeletal and cardiac muscle cells, an advantage over other companies' previous unsuccessful efforts to deliver an unconjugated oligonucleotide into muscle cells. Once inside the muscle cells, the siRNA component of AOC 1020, siDUX4, acts to reduce levels of DUX4 mRNA. In preclinical models, we observed siRNA-mediated DUX4 silencing in muscle cells from patients with FSHD.
- *Reproducible and scalable therapeutic*—As with all our AOCs, AOC 1020 is readily synthesized using well-established and scalable methods for manufacturing mAbs and oligonucleotides.

Preclinical Data supporting AOC 1020

Results from preclinical studies in FSHD patient myotubes and in an FSHD mouse disease model showed potent inhibition of DUX4-mediated gene signature in skeletal muscles. Additional preclinical studies showed that a single intravenous dose with the murine version of AOC 1020 prevented development of muscle weakness demonstrated by three functional assays: i) treadmill running, ii) in vivo force and iii) compound muscle action potential. Data from a preclinical study conducted to assess pharmacology in the mouse model of FSHD showed robust, dose-dependent downregulation of DUX4 genes in skeletal muscle for eight weeks following a single intravenous dose of the murine version of AOC 1020.

Results from a non-GLP, pharmacokinetic/pharmacodynamic study in NHP showed that AOC 1020 produced a dose-dependent increase in siRNA plasma exposure following single doses, and AOC 1020 was observed to be stable in plasma with no evidence of degradation of the intact AOC. AOC 1020 also produced a dose-dependent increase in siRNA tissue exposure following single doses in a broad panel of muscle tissue.

We completed an IND-enabling GLP toxicology study of AOC 1020 in NHP which showed that AOC 1020 was generally well tolerated and supported advancement into the clinic, with no dose limiting toxicity observed in NHP at the highest dose tested. The study did not observe any treatment-related histopathologic toxicity, platelet or renal toxicity or any changes in safety pharmacology parameters (cardiac, respiratory and neurological). The highest dose tested in both NHP and murine models was the maximum feasible dose and was the NOAEL. We believe these data suggest that AOC 1020 has the potential to be a potent, infrequently dosed therapy for people with FSHD.

Our Duchenne Muscular Dystrophy (DMD) Programs

We are developing AOCs to treat the underlying cause of DMD, a monogenic, X-linked, recessive, neuromuscular disease that almost exclusively occurs in males. DMD is caused by mutations in the gene that encodes for dystrophin, a protein critical for the normal function of muscle cells. The oligonucleotides in our AOCs are designed to promote the skipping of specific exons to allow the production of the dystrophin gene product. Our most advanced DMD program, AOC 1044, is designed to treat people with DMD44 mutations amenable to Exon 44 skipping. AOC 1044 is in clinical development in the Phase 1/2 EXPLORE44 trial. Additionally, our ongoing preclinical development programs target additional exons involved in DMD, including Exon 45, and we intend to conjugate these individual oligonucleotides to our proprietary mAb targeting TfR1.

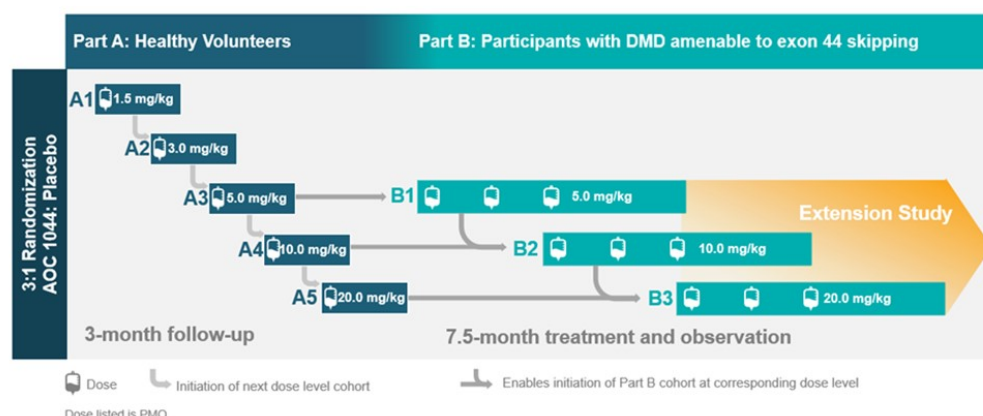
AOC 1044 Phase 1/2 EXPLORE44 clinical trial

AOC 1044 is currently being studied in the Phase 1/2 EXPLORE44™ trial in healthy volunteers and participants with DMD44. The EXPLORE44 trial is a randomized, placebo-controlled, double-blind, Phase 1/2 clinical trial to evaluate the safety, tolerability, pharmacokinetics, and pharmacodynamic effects of single and multiple ascending doses of AOC 1044 administered intravenously, with the primary objective being the safety

and tolerability of AOC 1044 in adult healthy volunteers and pediatric and adult participants with DMD44. The EXPLORE44 trial will assess exon skipping and dystrophin protein levels in participants with DMD44 and will also explore measures of muscle function, patient-reported outcomes and quality of life. Participants with DMD44 will have the option to enroll in an extension study at the end of the treatment period in the EXPLORE44 trial. The overall development program for AOC 1044, which includes the EXPLORE44 trial and the extension study, is designed to potentially support accelerated approval in the United States.

In December 2023, we announced results from the healthy volunteer portion of the EXPLORE44 trial. AOC 1044 delivered increases in concentrations of PMOs in skeletal muscle with up to 50-times greater concentrations of PMO in skeletal muscle following a single dose compared to peptide conjugated PMOs in healthy volunteers. AOC 1044 was well tolerated, demonstrated statistically significant exon 44 skipping compared to placebo of up to 1.5% in healthy volunteers after a single dose of 10 mg/kg AOC 1044 and increased exon skipping in all participants. In the second half of 2024, the Company plans to share 5 mg/kg cohort data from the Phase 1/2 EXPLORE44™ trial of AOC 1044 in people living with DMD44. The FDA and EMA have granted Orphan Designation for AOC 1044. The FDA also granted Fast Track and Rare Pediatric Disease Designation to AOC 1044 for the treatment of DMD44.

explore44™ Study Design



Disease Overview

In people with DMD, mutations in the affected gene hinder the production of normal levels of dystrophin protein, which is needed to maintain the integrity of muscle fibers. The absence of functional dystrophin leads to stresses and tears of muscle cell membranes, resulting in muscle cell death and the progressive loss of muscle function. A global database analysis characterized over 7,000 genetic mutations that cause DMD. DMD44 is ultra rare, constituting approximately 7% of DMD patients, approximately 900 of which are in the United States.

For people suffering from DMD, symptoms usually begin to manifest between three and five years of age. Affected people fail to reach developmental milestones or experience motor function challenges, such as difficulty walking or climbing stairs. Muscle wasting initially presents in the legs and pelvic area and later affects muscles of the shoulders, neck and arms, resulting in the inability to walk and dependence on a wheelchair for mobility, and later becoming paralyzed from the neck down and requiring a ventilator to breathe. Though disease severity and life expectancy vary, a patient's quality of life dramatically decreases over time, and death typically occurs by early adulthood from either cardiac or respiratory complications. DMD occurs in approximately one in every 3,500 to 5,000 males born worldwide and is estimated to affect 10,000 to 15,000 people in the United States. The estimated prevalence of DMD in the European Union is similar to that in the United States.

Current Treatment Landscape and Limitations

Currently people with DMD are treated with corticosteroids to manage the inflammatory component of the disease. There are three approved unconjugated PMO-based oligonucleotide therapies, each addressing a specific mutation. However, these drugs, in addition to requiring weekly intravenous infusions, have demonstrated a less than 6% mean increase in dystrophin in clinical trials. The FDA-approved labels for these drugs state that a clinical benefit has not yet been established and continued approval may be contingent upon the verification of such clinical benefit in confirmatory clinical trials. Additional approaches currently in clinical development include PPMOs and gene therapy. While there are therapies approved and multiple programs in clinical development for other exons, there are no therapies approved targeting Exon 44.

Our Solution

Our initial development efforts in DMD are focused on AOCs based on PMOs that can induce exon skipping for Exon 44 and additional exons, including Exon 45, conjugated to our proprietary mAb targeting TfR1. AOC 1044 is our lead program in development for DMD and targets Exon 44. We believe that our AOCs have the potential to increase the production of dystrophin in people with DMD for two reasons. First, because of recent advances in the understanding of the splicing process and placement of skipping agents on pre-mRNA described in published literature and based on these advances, we have screened for and identified PMOs with optimized skipping activity. Second, the mAb targeting TfR1 allows for more efficient delivery to muscle cells, therefore allowing for better uptake of the PMO. In preclinical studies, we also observed that our TfR1-based AOCs induced exon skipping in cardiac muscle, which we believe may address some of the cardiomyopathies in people with DMD, a key complication of the disease. Based on their mechanism of action, we believe that our AOCs could have utility in several additional DMD mutations.

Preclinical Data Supporting AOCs in DMD

In preclinical studies, we observed that treatment of an mdx mouse with an AOC caused a greater than 50-fold increase in exon skipping compared to an equimolar dose of the unconjugated oligonucleotide. In an mdx mouse model of DMD, a widely accepted mouse model in DMD, we observed that conjugating an oligonucleotide designed to bind to a specific exon can induce exon skipping and production of dystrophin protein more efficiently than unconjugated oligonucleotides. Fourteen days following treatment with a single 8mg/kg dose of a mouse Exon 23-targeting PMO conjugated to a mouse-specific mAb targeting TfR1, we observed an approximately 50-fold increase in the degree of splice switching as compared to an equimolar dose of the unconjugated PMO). Additional preclinical studies showed that an AOC approach targeting exon 23 in a murine model of DMD demonstrated exon skipping, dystrophin restoration and improved muscle function and serum biomarkers of muscle damage.

Preclinical Data Supporting AOC 1044

Data from a preclinical study of AOC 1044 in patient-derived myotubes showed dose-dependent dystrophin restoration, and a preclinical study in NHP observed dose-dependent exon skipping in skeletal and heart muscle with AOC 1044.

Additionally, in an IND-enabling GLP toxicology study of AOC 1044 in NHP, results showed that AOC 1044 was generally well tolerated and supported advancement into the clinic, with no dose limiting toxicity observed in NHP at the highest dose tested. The study did not observe any treatment-related histopathologic toxicity, platelet or renal toxicity or any changes in safety pharmacology parameters (cardiac, respiratory and neurological). The highest dose tested in both NHP and murine models was the maximum feasible dose and was the NOAEL. Results of a nine-month chronic toxicology study of AOC 1044 in NHPs was consistent with the results of the IND-enabling study. We believe these data suggest that AOC 1044 has the potential to be a potent therapy for people with DMD44.

Our Discovery Programs

Opportunities in Additional Skeletal Muscle Diseases, Cardiology and Immunology

We are committed to the advancement and expansion of our pipeline with multiple research and development candidates to treat conditions in skeletal muscle, cardiology and immunology as part of our internal discovery efforts and our collaborations with Lilly and BMS. All of the preclinical programs have been engineered using our AOC platform technology. Internally, we added a rare cardiac program and a rare skeletal muscle program. Both programs utilize the transferrin antibody. The RNA targets for both remain undisclosed.

We are collaborating with Lilly for the discovery, development and commercialization of AOCs directed to up to six selected mRNA targets in immunology and other select indications outside of muscle. Through our research collaboration with BMS and our internal discovery efforts, our development activities target multiple cardiac-specific indications.

We have multiple early stage research programs ongoing that look at other indications as well as new receptor and antibody pairs to target additional diseases, tissues and cell types with AOCs.

Manufacturing

We do not own or operate manufacturing facilities. We currently rely on third-party manufacturers and suppliers for the antibodies, oligonucleotides and linkers used to make our AOCs, and we expect to continue to do so to meet our preclinical, clinical and commercial activities. Our third-party manufacturers are required to manufacture our product candidates under current Good Manufacturing Practice, or cGMP, requirements and other applicable laws and regulations. We believe there are multiple sources for all of the materials required for the manufacture of our product candidates.

Competition

The biotechnology and biopharmaceutical industries are characterized by rapid technological advancement, significant competition and an emphasis on intellectual property. We face potential competition from many different sources, including major pharmaceutical, specialty pharmaceutical and biotechnology companies, academic institutions, governmental agencies, and public and private research institutions. Any product candidates that we successfully develop and commercialize will compete with current therapies and new therapies that may become available in the future.

With respect to AOC 1001, there are currently no approved therapies to treat the underlying cause of DM1. Products currently in development to treat DM1 include: tideglusib, a GSK3- β inhibitor in late-stage clinical development by AMO Pharma, Ltd. for the congenital phenotype of DM1; DYNE-101, an antibody fragment, or Fab, linked oligonucleotide that is being evaluated outside of the US in a Phase 1/2 clinical trial by Dyne Therapeutics Inc.; gene editing treatments in preclinical development by various companies collaborating with Vertex Pharmaceuticals, Inc., including Entrada Therapeutics, Inc.'s ENTR-701, an EEV-conjugated PMO. There are a growing number of companies in preclinical development pursuing different paths to treat DM1 and we expect that the space will continue to evolve as additional candidates advance.

There are currently no therapies to treat the underlying cause of FSHD. Products currently in development to treat FSHD include: losmapimod, a repurposed p38 MAPK inhibitor that may modulate DUX4 expression, which is being evaluated in a Phase 3 clinical trial by Fulcrum Therapeutics Inc; and RO7204239, a monoclonal antibody against latent myostatin, which is currently being evaluated in a Phase 2 clinical trial by F. Hoffmann-La Roche AG. There are a growing number of companies in preclinical development pursuing different paths to treat FSHD, including Arrowhead Pharmaceuticals, Dyne Therapeutics and miRecule, Inc./Sanofi S.A., and we expect that the space will continue to evolve as additional candidates advance.

Currently people with DMD are treated with corticosteroids to manage the inflammatory component of the disease. Deflazacort is an FDA approved corticosteroid marketed by PTC Therapeutics, Inc. In addition, there are three FDA approved exon skipping drugs marketed by Sarepta Therapeutics, Inc.: Eteplirsen, an unconjugated PMO approved for people with DMD amenable to skipping Exon 51; golodirsen for the treatment of people with DMD amenable to skipping Exon 53; and casimersen for the treatment of DMD in patients with a confirmed mutation amenable to exon 45 skipping. There is an FDA-approved exon skipping drug marketed by Nippon Shinyaku Co., Inc.: viltolarsen, an unconjugated PMO approved for people with DMD amenable to skipping Exon 53. We are developing treatments for DMD that target dystrophin mechanisms. Other companies pursuing a similar mechanism include Sarepta Therapeutics with SRP-5051, a PPMO currently being evaluated in a Phase 2 clinical trial for patients amenable to Exon 51 skipping, Dyne Therapeutics with DYNE-251, a PMO conjugated to a Fab currently being evaluated in a Phase 1/2 clinical trial for patients amenable to Exon 51 skipping; Wave Life Sciences, Ltd. with WVE-N531, an unconjugated PN-modified exon-skipping oligonucleotide currently being evaluated in a Phase 1/2 clinical trial for patients amenable to Exon 53 skipping; PepGen with PGN-EDO51, a peptide-conjugated oligonucleotide for patients amenable to Exon 51 skipping completed a Phase 1 clinical trial; and PTC Therapeutics with ataluren, a small molecule targeting nonsense mutations in a Phase 3 clinical trial. While there are multiple programs in development for people with DMD amenable to skipping Exon 51 or 53, there are very few targeting Exon 44. NS Pharma, Inc. is running a Phase 1/2 trial with NS-089/NCNP-02 in people amenable to Exon 44 skipping in Japan. In December 2022, Entrada's

program ENTR-601-44 was placed on a clinical hold prior to initiating Phase 1 development. Companies are also approaching DMD with viral-vector based gene therapy programs that are more of a one-time treatment versus oligonucleotide-based exon skipping chronic treatments. Several companies are developing microdystrophin-based gene therapies, including Pfizer Inc. (PF-06939926), Sarepta Therapeutics (SRP-9001 received FDA accelerated approval for pediatric patients aged 4 to 5 years and under review for full FDA approval and label expansion), REGENXBIO (RGX-202) and Solid Biosciences Inc. (SGT-003). We are also aware of several companies targeting non-dystrophin mechanisms for the treatment of DMD. There are a growing number of companies in preclinical development pursuing different paths to treat DMD, including Capricor Therapeutics, Inc. and FibroGen, Inc., and we expect that the space will continue to evolve as additional candidates advance.

We will also compete more generally with other companies developing alternative scientific and technological approaches, including other companies working to develop conjugates with oligonucleotides for extra-hepatic delivery, including Alnylam Pharmaceuticals, Inc., Aro Biotherapeutics Company, Arrowhead Pharmaceuticals, Dyne Therapeutics, Ionis Pharmaceuticals, Inc., Sarepta Therapeutics, PepGen, PeptiDream Inc. and Bicycle Therapeutics plc, as well as gene therapy and CRISPR approaches.

Many of our competitors, either alone or with strategic partners, have substantially greater financial, technical and human resources than we do. Accordingly, our competitors may be more successful than us in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining approval for treatments and achieving widespread market acceptance, rendering our treatments obsolete or non-competitive. Merger and acquisition activity in the biotechnology and biopharmaceutical industries may result in even more resources being concentrated among a smaller number of our competitors. These companies also compete with us in recruiting and retaining qualified scientific and management personnel, establishing clinical trial sites and patient registration for clinical trials and acquiring technologies complementary to, or necessary for, our programs. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Our commercial opportunity could be substantially limited if our competitors develop and commercialize products that are more effective, safer, less toxic, more convenient or less expensive than our comparable products. In geographies that are critical to our commercial success, competitors may also obtain regulatory approvals before us, resulting in our competitors building a strong market position in advance of the entry of our products. In addition, our ability to compete may be affected in many cases by insurers or other third-party payors seeking to encourage the use of other drugs. The key competitive factors affecting the success of our programs are likely to be their efficacy, safety profile, convenience, level of promotional activity, intellectual property protection and availability of reimbursement.

Intellectual Property

We strive to protect our product candidates and our AOC product platform through a variety of methods, including seeking and maintaining patents intended to cover our AOC product platform, our products and compositions, their methods of use and processes for their manufacture, and any other inventions that are commercially important to the development of our business. We also rely on know-how, continuing technological innovation and in-licensing opportunities to develop and maintain our proprietary position. We also rely on trade secrets and know-how that may be important to the development of our business. We seek to obtain domestic and international patent protection and endeavor to promptly file patent applications for new commercially valuable inventions to expand our intellectual property portfolio.

We believe that we have a significant global intellectual property position and substantial know-how relating to our AOC product candidates and our technology platform. As of December 31, 2023, our intellectual property portfolio consisted of 29 issued U.S. patents and 28 pending U.S. patent applications that we own. Collectively, these patent rights relate to various aspects of our AOC product candidates and technology platform. In addition, we have an exclusive license to certain patent rights from the University of Alberta and Fred Hutchinson Cancer Center. In addition to filing and prosecuting patent applications in the United States, we often file counterpart patent applications in additional countries where we believe such foreign filing is likely to be beneficial, including Australia, Brazil, Canada, China, Europe, Hong Kong, Israel, Japan, Mexico, Singapore, New Zealand, Taiwan, and South Korea. We also file patent applications pursuant to the Patent Cooperation Treaty, or PCT. Our PCT patent applications are in the first phase of the PCT process, which is the international phase, in which patent protection is pending under a single patent application filed with the United States Patent and Trademark Office, or USPTO, as a contracting state of the PCT. These PCT patent applications have not yet entered the second phase of the PCT process, which is the national and regional phase, in which rights are

continued by filing necessary documents with the patent offices of separate contracting states of the PCT. The national phase of the PCT patent application process occurs 30 months after the earliest priority date of the PCT patent application.

We continually assess and refine our intellectual property strategy as we develop new product candidates and platform technologies. To that end, we are prepared to file additional patent applications in any appropriate fields if our intellectual property strategy requires such filings, or where we seek to adapt to competition or seize business opportunities. Further, we are prepared to file patent applications, as we consider appropriate under the circumstances, relating to the new technologies that we develop.

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 we may own or license in the future, nor can we be sure that any of our existing patents or any patents we may own or license in the future will be useful in protecting our technology. Please see “Risk Factors—Risks Related to Our Intellectual Property” for additional information on the risks associated with our intellectual property strategy and portfolio.

Intellectual Property Relating to AOC 1001

With regard to AOC 1001, as of December 31, 2023, we owned four issued U.S. patents, three pending U.S. patent applications, two granted foreign patents, and 24 pending patent applications in foreign jurisdictions, including Australia, Brazil, Canada, China, Europe, Hong Kong, Israel, Japan, Mexico, Singapore, Taiwan, New Zealand, and South Korea. These patent rights relate to AOC 1001 composition of matter, formulations containing AOC 1001, methods of manufacturing, and methods of treating diseases, using AOC 1001. Any patents issued from these applications are expected to expire in 2038-2041; however, a patent term extension may be available.

Intellectual Property Relating to AOC 1020 and Other FSHD AOC Product Candidates

With regard to AOC 1020 and other FSHD AOC product candidates, as of December 31, 2023, we owned two issued U.S. patents, four pending U.S. patent applications, 12 pending patent applications in foreign jurisdictions, and one pending patent application filed pursuant to the PCT. These patent rights relate to the AOC 1020 and other FSHD AOC composition of matter, formulations containing AOC 1020 and other the FSHD AOC, methods of manufacturing, and methods of treating diseases, using our FSHD AOC. Any patents issued from these applications are expected to expire in 2041-2042; however, a patent term extension may be available. We have one patent family licensed from Fred Hutchinson Cancer Center, which includes one issued U.S. patent, one pending U.S. patent application, two granted foreign patents, and one pending application in Europe.

Intellectual Property Relating to AOC 1044 and Other DMD AOC Product Candidates

With regard to AOC 1044 and other DMD AOC product candidates, as of December 31, 2023, we owned four issued U.S. patents, six pending U.S. patent applications, 29 pending patent applications in various countries and regions including Australia, Canada, China, Europe, Hong Kong, Israel, Japan, Mexico, Singapore, Taiwan and South Korea, and one pending patent application filed pursuant to the PCT. These patent rights relate to AOC 1044 and other DMD AOCs composition of matter, formulations containing AOC 1044 and other DMD AOCs, methods of manufacturing, and methods of treating diseases, using AOC 1044 and other DMD AOCs. Any patents issued from these applications are expected to expire in 2038-2044; however, a patent term extension may be available.

Intellectual Property Relating to Our AOC Product Platform

As of December 31, 2023, we owned 21 families of U.S. and foreign patents and patent applications generally covering our AOC product platform. These families include 26 issued U.S. patents, five issued foreign patents, 26 pending U.S. patent applications, two pending PCT patent applications and 104 pending foreign patent applications in Europe, Australia, Canada, China, Israel, Hong Kong, Japan, South Korea, Mexico, Singapore, New Zealand, and Taiwan, relating to key aspects and components of our AOC product platform systems. Our patent applications contain claims covering (i) proprietary antibodies; (ii) proprietary oligonucleotide chemical structures; (iii) proprietary oligonucleotide sequences; (iv) proprietary AOC structures; and (v) methods for manufacturing and using our AOC technologies. Some of these AOC platform cases generically cover our various product candidates. The issued U.S. patents and any U.S. patents issuing from our pending U.S. patent applications are expected to expire between 2037 and 2044. We have one patent

family licensed from the University of Alberta, which includes one issued U.S. patent, two pending U.S. patent applications, two granted foreign patents, and six pending applications in Europe, Canada, China, Japan, South Korea and Hong Kong.

The term of individual patents depends upon the laws of the countries in which they are obtained. In most countries in which we file, the patent term is 20 years from the earliest date of filing of a non-provisional patent application. However, the term of United States patents may be extended for delays incurred due to compliance with the FDA requirements or by delays encountered during prosecution that are caused by the USPTO. For example, for drugs that are regulated by the FDA under the Hatch-Waxman Act, it is permitted to extend the term of a patent that covers such drug for up to five years beyond the normal expiration date of the patent. In the future, if and when our biopharmaceutical product candidates receive FDA approval, we expect to apply for patent term extensions on patents covering those product candidates. We intend to seek patent term extensions to any of our issued patents in any jurisdiction where these are available; however, there is no guarantee that the applicable authorities, including the USPTO and FDA, will agree with our assessment of whether such extensions should be granted, and even if granted, the length of such extensions. If patents are issued on our pending patent applications, the resulting patents are projected to expire on dates ranging from 2037 to 2044, unless we receive patent term extension or patent term adjustment, or both.

However, the actual protection afforded by a patent varies on a product-by-product basis, from country-to-country, and depends upon many factors, including the type of patent, the scope of its coverage, the availability of regulatory-related extensions, the availability of legal remedies in a particular country and the validity and enforceability of the patent.

The patent positions of companies like ours are generally uncertain and involve complex legal and factual questions. No consistent policy regarding the scope of claims allowable in patents in the field of oligonucleotide therapy has emerged in the United States. The patent situation outside of the United States is even more uncertain. Changes in the patent laws and rules, either by legislation, judicial decisions, or regulatory interpretation in the United States and other countries may diminish our ability to protect our inventions and enforce our intellectual property rights, and more generally could affect the value of our intellectual property. In particular, our ability to stop third parties from making, using, selling, offering to sell, importing or otherwise commercializing any of our patented inventions, either directly or indirectly, will depend in part on our success in obtaining, defending and enforcing patent claims that cover our technology, inventions, and improvements. With respect to both licensed and company-owned intellectual property, 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 of our existing patents or any patents that may be granted to us in the future will be commercially useful in protecting our platform and product candidates and the methods used to manufacture them. Moreover, our issued patents and those that may issue in the future may not guarantee us the right to practice our technology in relation to the commercialization of our platform's product candidates. The area of patent and other intellectual property rights in biotechnology is an evolving one with many risks and uncertainties, and third parties may have blocking patents that could be used to prevent us from commercializing our AOC product platform and product candidates and practicing our proprietary technology. Our issued patents and those that may issue in the future may be challenged, narrowed, circumvented or invalidated, which could limit our ability to stop competitors from marketing related platforms or product candidates or limit the length of the term of patent protection that we may have for our AOC product platform and product candidates. In addition, the rights granted under any issued patents may not provide us with protection or competitive advantages against competitors with similar technology. Furthermore, our competitors may independently develop similar technologies. For these reasons, we may have competition for our AOC product platform and product candidates. Moreover, because of the extensive time required for development, testing and regulatory review of a potential product, it is possible that before any product candidate can be commercialized, any related patent may expire or remain in force for only a short period following commercialization, thereby reducing any advantage of the patent. For this and other risks related to our proprietary technology, inventions, improvements, platforms and product candidates, please see the section entitled "Risk Factors—Risks Related to Our Intellectual Property."

We intend to file applications for trademark registrations in connection with our product candidates in various jurisdictions, including the United States. We have filed for trademark protection of the Avidity Biosciences mark with the United States Patent and Trademark Office and foreign patent and trademark organizations.

We also rely on trade secret protection for our confidential and proprietary information. Although we take steps to protect our confidential and proprietary information as trade secrets, including through contractual

means with our employees, consultants, outside scientific collaborators, sponsored researchers and other advisors, third parties may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets or disclose our technology. Thus, we may not be able to meaningfully protect our trade secrets. It is our policy to require our employees, consultants, outside scientific collaborators, sponsored researchers and other advisors to execute confidentiality agreements under the commencement of employment or consulting relationships with us. These agreements provide that all confidential information concerning our business or financial affairs developed or made known to the individual during the individual's relationship with us is to be kept confidential and not disclosed to third parties except in specific circumstances. In the case of employees, the agreements provide that all inventions conceived by the individual, and which are related to our current or planned business or research and development or made during normal working hours, on our premises or using our equipment or proprietary information, are our exclusive property. In many cases our confidentiality and other agreements with consultants, outside scientific collaborators, sponsored researchers and other advisors require them to assign or grant us licenses to inventions they invent as a result of the work or services they render under such agreements or grant us an option to negotiate a license to use such inventions. Despite these efforts, we cannot provide any assurances that all such agreements have been duly executed, and any of these parties may breach the agreements and disclose our proprietary information, and we may not be able to obtain adequate remedies for such breaches.

We also seek to preserve the integrity and confidentiality of our proprietary technology and processes by maintaining physical security of our premises and physical and electronic security of our information technology systems. Although we have confidence in these individuals, organizations and systems, agreements or security measures may be breached, and we may not have adequate remedies for any breach. To the extent that our employees, contractors, consultants, collaborators and advisors use intellectual property owned by others in their work for us, disputes may arise as to the rights in relation to the resulting know-how or inventions. For more information, please see the section entitled "Risk Factors—Risks Related to Our Intellectual Property."

Research Collaboration with Bristol Myers Squibb

In November 2023, we entered into (i) a Research Collaboration and License Agreement with BMS, or the BMS Collaboration Agreement, to expand on the research with MyoKardia for up to five targets utilizing our proprietary AOC platform technology and (ii) a Securities Purchase Agreement with BMS, or the BMS Purchase Agreement, for the purchase by BMS in a private placement of 5,075,304 shares of our common stock at a purchase price of \$7.8813 per share, for an aggregate purchase price of approximately \$40 million. We refer to the BMS Collaboration Agreement and the BMS Purchase Agreement together as the "BMS Agreements." Under the terms of the BMS Agreements, we received approximately \$100 million upfront, which includes a \$60 million cash payment under the terms of the BMS Collaboration Agreement, and approximately \$40 million for the purchase of our common stock under the terms of the BMS Purchase Agreement. We are also eligible to receive up to approximately \$1.35 billion in research and development milestone payments, up to approximately \$825 million in commercial milestone payments, and tiered royalties from high single digits to low double-digits on net sales. We are responsible for our own research collaboration costs incurred under the agreement, subject to a cumulative spending limit of \$40 million. BMS will fund all future clinical development, regulatory and commercialization activities coming from this collaboration.

Research Collaboration with Lilly

In April 2019, we entered into the Lilly Agreement with Lilly for the discovery, development and commercialization of antibody-oligonucleotide conjugate products, or Products, in immunology and other select indications on a worldwide basis. Under the Lilly Agreement, the parties will collaborate on preclinical research and discovery activities for Products and Lilly will be responsible for funding the cost of preclinical research and discovery activities of both parties for all Products. Lilly will lead the clinical development, regulatory approval and commercialization of all Products, at Lilly's sole cost.

Under the Lilly Agreement, we granted Lilly an exclusive, worldwide, royalty-bearing license under our technology to research, develop, manufacture, and sell Products directed to up to six mRNA targets. Lilly has the right to sublicense its rights under the Lilly Agreement subject to certain conditions. Lilly granted us a non-exclusive license under certain Lilly technology solely to conduct research under the Lilly Agreement. We retain the right to use our technology to perform our obligations under the Lilly Agreement and for all purposes not granted to Lilly. We agreed that we will not, ourselves or with a third party, research, develop, manufacture or commercialize or otherwise exploit any compound or product directed against targets subject to the collaboration.

Lilly paid us an upfront license fee of \$20.0 million, and we are eligible to receive up to \$60.0 million in development milestone payments, up to \$140.0 million in regulatory milestone payments and up to \$205.0 million in commercialization milestone payments per target. In addition, Lilly is obligated to pay us a tiered royalty ranging from the mid-single to low-double digits on worldwide annual net sales of licensed Products, subject to specified and capped reductions for the market entry of biosimilar products, loss of patent coverage of licensed Products and for payments owed to third parties for additional rights necessary to commercialize licensed Products in the territory. Lilly's royalty obligations and the Lilly Agreement will expire on a licensed Product-by-licensed Product and country-by-country basis on the later of ten years from the date of the first commercial sale or when there is no longer a valid patent claim covering such licensed Product in such country.

The Lilly Agreement may be terminated either by us or Lilly in the event of an uncured material breach by the other party. Lilly may terminate the Lilly Agreement on a target-by-target basis or in its entirety without cause, subject to certain limitations, including that Lilly may not terminate the Lilly Agreement on a target-by-target basis within the first three years of the effective date of the Lilly Agreement if doing so would reduce the number of Products subject to the collaboration to fewer than a certain number. In the event either party commences a legal action challenging the validity or enforceability of any licensed patents, the other party will have the right to terminate the Lilly Agreement with respect to the challenged patents.

The Lilly Agreement includes various representations, warranties, covenants, dispute resolution mechanisms, indemnities and other provisions customary for transactions of this nature.

Concurrently with the Lilly Agreement, we issued a convertible promissory note to Lilly, or the Lilly Note, and received cash proceeds of \$15.0 million. The Lilly Note accrued simple interest of 8.0% per annum and converted into shares of our Series C convertible preferred stock in November 2019.

Research Collaboration with MyoKardia, a wholly-owned subsidiary of BMS

In December 2020, we entered into a research collaboration, or the MyoKardia Agreement, with MyoKardia, a wholly-owned subsidiary of BMS, to demonstrate the potential utility of AOCs in cardiac tissue by leveraging MyoKardia's genetic cardiomyopathy platform including, among other aspects, its novel target discovery engine and proprietary cardiac disease models. Under the terms of the MyoKardia Agreement, in July 2023, BMS as the successor in interest to MyoKardia, exercised its option to negotiate and enter into a license agreement covering AOCs that modulate the function of cardiovascular targets. The research collaboration with MyoKardia was terminated in November 2023 upon execution of the Research Collaboration and License Agreement with BMS.

Government Regulation

Government authorities in the United States, at the federal, state and local level, and other countries extensively regulate, among other things, the research, development, testing, manufacture, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, marketing and export and import of products such as those we are developing. We, along with third-party contractors, will be required to navigate the various preclinical, clinical and commercial approval requirements of the governing regulatory agencies of the countries in which we wish to conduct studies or seek approval or licensure of our product candidates.

U.S. Biologics Regulation

In the United States, biological products are subject to regulation under the federal Food, Drug and Cosmetic Act, or FDCA, the PHSA, and other federal, state, and local statutes and regulations. The process required by the FDA before a biological product may be marketed in the United States generally involves the following:

- completion of preclinical laboratory tests, animal studies and formulation studies in accordance with GLP regulations 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, or 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, or GCP, requirements to establish the safety, purity and potency of the proposed biologic for its intended use;
- submission to the FDA of a BLA after completion of all pivotal trials;
- satisfactory completion of an FDA advisory committee review, if applicable;
- 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 inspection of the manufacturing facility or facilities at which the biological product is produced to assess compliance with cGMP, requirements to assure that the facilities, methods and controls are adequate to preserve the product's identity, strength, quality and purity, and potential inspection of selected clinical investigation sites to assess compliance with GCP; 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 pharmaceutical 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, in an effort to support subsequent clinical testing. The conduct of preclinical studies is subject to federal regulations and requirements, including GLP regulations for certain studies. Prior to beginning the first clinical trial with a product candidate in the United States, the trial sponsor must submit an IND to the FDA. An IND is a request for allowance from the FDA to administer an investigational drug product to humans. The central focus of an IND submission is on the general investigational plan and the protocol(s) for clinical studies. The IND also includes results of animal and in vitro studies assessing the toxicology, pharmacokinetics, pharmacology, and pharmacodynamic characteristics of the product candidate, chemistry, manufacturing, and controls information, and any available human data or literature to support the use of the product candidate. An IND must become effective before human clinical trials may begin. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, places the clinical trial 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 about ongoing or proposed clinical trials or non-compliance with specific FDA requirements, and the trials may not begin or continue until the FDA notifies the sponsor that the hold has been lifted or modified to allow such continuation. Submission of an IND therefore may or may not result in FDA authorization to begin a clinical trial.

Clinical trials involve the administration of the investigational product to human subjects under the supervision of one or more qualified investigators, generally physicians not employed by or under the trial sponsor's control, in accordance with GCP regulations, which, among other things, include 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, among other things, 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 as well as 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, 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 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. Regulatory authorities, the IRB or the sponsor may suspend a clinical trial at any time on various grounds, including a finding that the subjects are being exposed to an unacceptable health risk or that the trial is unlikely to meet its stated objectives. Some studies also include oversight by an independent group of qualified experts organized by the clinical study sponsor, known as a data safety monitoring board, which provides authorization for whether or not a study may move forward at designated check points based on access to certain data from the study

and may halt the clinical trial if it determines that there is an unacceptable safety risk for subjects or other grounds, such as no demonstration of efficacy.

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 volunteers or patients with the target disease or condition. These studies are designed to test 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 for specific targeted diseases and to determine dosage tolerance and appropriate dosage. Multiple Phase 2 trials may be conducted to obtain information prior to beginning larger and more expensive Phase 3 trials.
- **Phase 3:** The product candidate is administered to an expanded patient population to further evaluate dosage, to provide statistically significant evidence of clinical efficacy, and to further test for safety in an expanded patient population, generally at geographically dispersed clinical study sites. These clinical trials are intended to establish the overall risk-benefit ratio of the product candidate and provide, if appropriate, an adequate basis for product approval and labeling.

Post-approval trials, sometimes referred to as Phase 4 studies, may be conducted after initial marketing 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.

During the development of a new biologic, sponsors are given opportunities to meet with the FDA at certain points. These points may be prior to submission of an IND, at the end of Phase 2, and before a BLA is submitted. Meetings at other times may be requested. These meetings can provide an opportunity for the sponsor to share information about the data gathered, for the FDA to provide advice, and for the sponsor and the FDA to reach alignment on the next phase of development. Sponsors typically use the meetings at the end of the Phase 2 trial to discuss Phase 2 clinical results and present plans for the pivotal Phase 3 clinical trials that they believe will support approval of the biological product candidate.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the chemistry and biological characteristics of the product and finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. 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 drug. 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.

There are also requirements governing the reporting of ongoing clinical trials and completed trial results to public registries. Sponsors of certain clinical trials of FDA-regulated products are required to register and disclose specified clinical trial information, which is publicly available at www.clinicaltrials.gov. Information related to the product, patient population, phase of investigation, trial sites and investigators and other aspects of the clinical trial is then made public as part of the registration. Sponsors are also obligated to discuss the results of their clinical trials after completion. Disclosure of the results of these trials can be delayed until the new product or new indication being studied has been approved.

BLA Review and Approval Process

Assuming successful completion of all required testing in accordance with all applicable regulatory requirements, the results of product development, including from preclinical and other non-clinical studies and clinical trials, along with descriptions of the manufacturing process, analytical tests conducted on the chemistry of the drug, proposed labeling and other relevant information are submitted to the FDA as part of an BLA requesting approval to market the product for one or more indications. The submission of a BLA is subject to the payment of substantial user fees, unless a waiver or exemption applies.

Within 60 days following submission of the application, the FDA reviews a BLA submitted to determine if it is substantially complete before the FDA accepts it for filing. 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. Once a BLA has been accepted for filing, the FDA's goal is to review standard applications within ten months after the filing date, or, if the application qualifies for priority review, six months after the FDA accepts the application for filing. In both standard and priority reviews, the review process may also be extended for a three-month period by the FDA in response to new data or other information designated as a major amendment to the application. The FDA reviews a BLA to determine, among other things, whether a product 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.

The FDA may also convene an advisory committee to provide clinical insight on application review questions. 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 inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving an BLA, the FDA may inspect one or more clinical trial sites to assure compliance with GCP requirements.

After the FDA evaluates a BLA, it will issue an approval letter or a Complete Response Letter, or CRL. An approval letter authorizes commercial marketing of the biologic with prescribing information for specific indications. A CRL indicates that the review cycle of 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 require additional clinical data, including additional clinical trials, or other significant and time-consuming requirements related to clinical trials, 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, the 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 to conduct so-called Phase 4 clinical testing to further assess a biological product's safety and effectiveness after BLA approval, and may require additional testing and surveillance programs to monitor the safety of approved products which have been commercialized. The FDA may also place other conditions on approval including the requirement for a risk evaluation and mitigation strategy, or 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. The FDA will not approve the BLA without an approved REMS, if required, which 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 products.

In addition, the Pediatric Research Equity Act, or PREA, requires a sponsor to conduct pediatric clinical trials for most drugs, for a new active ingredient, new indication, new dosage form, new dosing regimen or new route of administration. 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 safe and effective. 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 drug is ready for approval for use in adults before pediatric clinical trials are complete or that additional safety or effectiveness data needs 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.

Expedited Development and Review Programs

A sponsor may seek approval of its product candidate under programs designed to expedite FDA's review and approval of biological products that meet certain criteria. The FDA has a fast track designation program that is intended to expedite or facilitate the process for reviewing product candidates that meet certain

criteria. For example, product candidates 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. Fast track designation applies to the combination of the product and the specific indication for which it is being studied. The sponsor of a fast track product candidate has opportunities for more frequent interactions with the applicable FDA review team during product development and, once a BLA is submitted, the application may be eligible for priority review. A fast track product candidate may also be eligible for rolling review, where 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 submitted to the FDA for approval, including a product candidate with a fast track designation or breakthrough therapy designation, may also be eligible for other types of FDA programs intended to expedite development and review, such as priority review. A product is eligible for priority review if it is designed to treat a serious condition and, if approved, would provide a significant improvement in safety or effectiveness. The FDA will attempt to direct additional resources to the evaluation of an application for the product candidate designated for priority review in an effort to facilitate the review. For original BLAs, priority review designation means the FDA's goal is to take action on the marketing application within six months of the 60-day filing date (as compared to ten months under standard review).

Additionally, depending on the design of the applicable clinical trials, product candidates studied for their safety and effectiveness in treating serious or life-threatening diseases or conditions may receive 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 will generally require the sponsor of a drug receiving accelerated approval to perform adequate and well-controlled confirmatory clinical trials to verify and describe the anticipated effect on irreversible morbidity or mortality or other clinical benefit, and may require that such studies be underway before granting any accelerated approval. In addition, the FDA currently requires as a condition for accelerated approval pre-approval of promotional materials, which could adversely impact the timing of the commercial launch of the product. FDA may withdraw approval of a drug or indication approved under accelerated approval on an expedited basis if, for example, the sponsor fails to conduct the required confirmatory trial in a timely manner or if such confirmatory trial fails to verify the predicted clinical benefit of the product.

Fast track designation, priority review and breakthrough therapy designation do not change the standards for approval but may expedite the development or approval process. Even if a product 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

Any products manufactured or distributed pursuant to FDA approvals 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. 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 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 clinical studies;
- refusal of the FDA to approve pending applications or supplements to approved applications, or suspension or revocation of product license 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 drug 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 the manufacturer 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.

Orphan Drug Designation and Exclusivity

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug or 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, if it affects more than 200,000 individuals in the United States, there is no reasonable expectation that the cost of developing and making a drug 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 drug or 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 of the orphan drug.

to meet the needs of patients with the disease or condition for which the drug was designated. Orphan drug exclusivity does not prevent the FDA from approving a different drug or biologic for the same disease or condition, or the same drug or biologic for a different disease or condition. Among the other benefits of orphan drug designation are tax credits for certain research and a waiver of the BLA application user fee.

A designated orphan drug may not receive orphan drug exclusivity if it is approved for a use that is broader than the disease or condition for which it received orphan designation. In addition, orphan drug exclusive marketing rights in the United States may be lost if the FDA later determines that the request for designation was materially defective or, as noted above, if a second applicant demonstrates that its product is clinically superior to the approved product with orphan exclusivity or the manufacturer of the approved product is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition.

Biosimilars and reference product exclusivity

The Affordable Care Act, signed into law in 2010, includes a subtitle called the Biologics Price Competition and Innovation Act, or 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. However, complexities associated with the larger, and often more complex, structures of biological products, as well as the processes by which such products are manufactured, pose significant hurdles to implementation of the abbreviated approval pathway that are still being worked out by the FDA.

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 existing exclusivity protection or patent terms, may be granted based on the voluntary completion of a pediatric study in accordance with an FDA-issued "Written Request" for such a study.

U.S. Healthcare Fraud and Abuse Laws and Compliance Requirements

In addition to FDA regulation of pharmaceutical products, U.S. federal and state healthcare laws and regulations restrict business practices in the pharmaceutical industry. These laws may impact, among other things, our current and future business operations, including our clinical research activities, and constrain the business or financial arrangements and relationships with healthcare providers and other parties. These laws include anti-kickback and false claims laws, civil monetary penalties laws, and physician and other healthcare provider payment transparency laws. In addition to the federal laws summarized below, we may also be subject to similar state and local laws and regulations that may apply to business practices, including but not limited to, research, distribution, sales and marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers, or by patients themselves.

The federal Anti-Kickback Statute prohibits, among other things, individuals or entities from knowingly and willfully offering, paying, soliciting or receiving remuneration, directly or indirectly, overtly or covertly, in cash or in kind to induce or in return for purchasing, leasing, ordering or arranging for or recommending the

purchase, lease or order of any item or service reimbursable under Medicare, Medicaid or other federal healthcare programs. A person or entity does not need to have actual knowledge of this statute or specific intent to violate it in order to have committed a violation.

The federal civil and criminal false claims laws, including the civil False Claims Act, and civil monetary penalties laws prohibit, among other things, any individual or entity from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, knowingly making, using or causing to be made or used a false record or statement material to a false or fraudulent claim to the federal government, or from knowingly making 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, or HIPAA, created additional federal criminal statutes that prohibit, among other things, knowingly and willfully executing a scheme to defraud any healthcare benefit program, including private third-party payors and knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Similar to the U.S. 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 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 specific exceptions, to report annually to the Centers for Medicare & Medicaid Services, or CMS, information related to payments or other transfers of value made during the previous year to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), certain other health care providers including, among others, physician assistants and nurse practitioners, and teaching hospitals, and applicable manufacturers and applicable group purchasing organizations to report annually to CMS ownership and investment interests held during the previous year by physicians as defined under statute and their immediate family members.

Similar state and local laws and regulations may also restrict business practices in the pharmaceutical industry, such as state anti-kickback and false claims laws, which may apply to business practices, including but not limited to, research, distribution, sales and marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers, or by patients themselves; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws and regulations that require drug manufacturers to file reports relating to pricing and marketing information or which require tracking gifts and other remuneration and items of value provided to physicians, other healthcare providers and entities; and state and local laws that require the registration of pharmaceutical sales representatives.

Violation of any of such laws or any other governmental regulations that apply may result in significant criminal, civil and administrative penalties including damages, fines, imprisonment, disgorgement, 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, contractual damages, reputational harm, diminished profits and future earnings, disgorgement, exclusion from participation in government healthcare programs and the curtailment or restructuring of our operations.

U.S. Coverage and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any product candidate for which we may seek regulatory approval. Sales in the United States will depend, in part, on the availability of sufficient coverage and adequate reimbursement from third-party payors, which include government health programs such as Medicare, Medicaid, TRICARE and the Veterans Administration, as well as managed care organizations and private health insurers. Prices at which we or our customers seek reimbursement for our product candidates can be subject to challenge, reduction or denial by third-party payors. 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.

The process for determining whether a third-party payor will provide coverage for a product is typically separate from the process for setting the reimbursement rate that the payor will pay for the product. In the United States, there is no uniform policy among payors for coverage or reimbursement. Decisions regarding whether to cover any of a product, the extent of coverage and amount of reimbursement to be provided are made on a plan-by-plan basis. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own coverage and reimbursement policies, but also have their own methods and approval processes. 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 can require manufacturers to provide scientific and clinical support for the use of a product to each payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance.

Third-party payors are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. Adoption of price controls and cost-containment measures, and adoption of more restrictive policies in jurisdictions with existing controls and measures, could further limit sales of any product that receives approval. Third-party payors may not consider our product candidates to be medically necessary or cost-effective compared to other available therapies, or the rebates required to secure favorable coverage may not yield an adequate margin over cost or may not enable us to maintain price levels sufficient to realize an appropriate return on our investment in drug development. Additionally, decreases in third-party reimbursement for any product or a decision by a third-party payor not to cover a product could reduce physician usage and patient demand for the product.

U.S. Healthcare Reform

In the United States, there has been, and continues to be, several legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of product candidates, restrict or regulate post-approval activities, and affect the profitable sale of product candidates.

Among policy makers and payors in the United States, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and/or expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives. In March 2010, the Patient Protection and Affordable Care Act, or the ACA, was passed, which substantially changed the way healthcare is financed by both governmental and private insurers, and significantly affected the pharmaceutical industry. The ACA increased the minimum level of Medicaid rebates payable by manufacturers of brand name drugs from 15.1% to 23.1%; required collection of rebates for drugs paid by Medicaid managed care organizations; required manufacturers to participate in a coverage gap discount program, in which manufacturers must agree to offer point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D; imposed a non-deductible annual fee on pharmaceutical manufacturers or importers who sell certain "branded prescription drugs" to specified federal government programs, implemented a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted, or injected; expanded eligibility criteria for Medicaid programs; created 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 and Medicaid Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

Since its enactment, there have been judicial, executive 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 force in its current form.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. These changes included aggregate reductions to Medicare payments to providers, which went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2032. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, reduced Medicare payments to several providers, including hospitals, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. In addition, on March 11, 2021, the American Rescue Plan Act of 2021 was signed into law, which eliminates the statutory Medicaid

drug rebate cap, as of January 1, 2024. The rebate was previously capped at 100% of a drug's average manufacturer price.

Moreover, there has recently been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several 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 programs, and reform government program reimbursement methodologies for pharmaceutical products. Most significantly, on August 16, 2022, the Inflation Reduction Act of 2022, or IRA, was signed into law. Among other things, the IRA requires manufacturers of certain drugs to engage in price negotiations with Medicare (beginning in 2026), with prices that can be negotiated subject to a cap; imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation (first due in 2023); and replaces the Part D coverage gap discount program with a new 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 drug price negotiation program is currently subject to legal challenges. HHS has and will continue to issue guidance regarding the IRA. While the impact of the IRA on the pharmaceutical industry cannot yet be fully determined, it is likely to be significant.

Individual states in the United States have also become increasingly active in implementing regulations designed to control pharmaceutical product pricing, including price or patient 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 which drugs and suppliers will be included in their healthcare programs. Furthermore, there has been increased interest by third party payors and governmental authorities in reference pricing systems and publication of discounts and list prices.

Foreign Regulation

In order to market any product outside of the United States, we would need to comply with numerous and varying regulatory requirements of other countries and jurisdictions regarding quality, safety and efficacy and governing, among other things, clinical trials, marketing authorization, commercial sales and distribution of our products. Whether or not we obtain FDA approval for a product, we would need to obtain the necessary approvals by the comparable foreign regulatory authorities before we can commence clinical trials or marketing of the product in foreign countries and jurisdictions. Although many of the issues discussed above with respect to the United States apply similarly in the context of the European Union, or EU, the approval process varies between countries and jurisdictions and can involve additional product testing and additional administrative review periods. The time required to obtain approval in other countries and jurisdictions might differ from and be longer than that required to obtain FDA approval. Regulatory approval in one country or jurisdiction does not ensure regulatory approval in another, but a failure or delay in obtaining regulatory approval in one country or jurisdiction may negatively impact the regulatory process in others.

To market a medicinal product in the European Economic Area, or EEA (which is comprised of the 28 Member States of the EU plus Norway, Iceland and Liechtenstein), we must obtain a Marketing Authorization, or MA. There are two types of marketing authorizations:

- the Community MA, which is issued by the European Commission through the Centralized Procedure, based on the opinion of the Committee for Medicinal Products for Human Use of the EMA and which is valid throughout the entire territory of the EEA. The Centralized Procedure is mandatory for certain types of products, such as biotechnology medicinal products, orphan medicinal products, advanced therapy products, and medicinal products containing a new active substance indicated for the treatment certain diseases, such as AIDS, cancer, neurodegenerative disorders, diabetes, auto-immune and viral diseases. The Centralized Procedure is optional for products containing a new active substance not yet authorized in the EEA, or for products that constitute a significant therapeutic, scientific or technical innovation or which are in the interest of public health in the EU; and
- National MAs, which are issued by the competent authorities of the Member States of the EEA and only cover their respective territory, are available for products not falling within the mandatory scope of the Centralized Procedure. Where a product has already been authorized for marketing in a Member State of the EEA, this National MA can be recognized in another Member State through the Mutual

Recognition Procedure. If the product has not received a National MA in any Member State at the time of application, it can be approved simultaneously in various Member States through the Decentralized Procedure.

Under the above described procedures, before granting the MA, the EMA or the competent authorities of the Member States of the EEA make an assessment of the risk-benefit balance of the product on the basis of scientific criteria concerning its quality, safety and efficacy.

Data and marketing exclusivity

In the EEA, new products authorized for marketing, or reference products, qualify for eight years of data exclusivity and an additional two years of market exclusivity upon marketing authorization. The data exclusivity period prevents generic or biosimilar applicants from relying on the pre-clinical and clinical trial data contained in the dossier of the reference product when applying for a generic or biosimilar marketing authorization in the EU during a period of eight years from the date on which the reference product was first authorized in the EU. The market exclusivity period prevents a successful generic or biosimilar applicant from commercializing its product in the EU until 10 years have elapsed from the initial authorization of the reference product in the EU. The 10-year market exclusivity period can be extended to a maximum of eleven years if, during the first eight years of those 10 years, the marketing authorization holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to their authorization, are held to bring a significant clinical benefit in comparison with existing therapies.

Pediatric investigation plan

In the EEA, marketing authorization applications for new medicinal products not authorized have to include the results of studies conducted in the pediatric population, in compliance with a pediatric investigation plan, or PIP, agreed with the EMA's Pediatric Committee, or PDCO. The PIP sets out the timing and measures proposed to generate data to support a pediatric indication of the drug for which marketing authorization is being sought. The PDCO can grant a deferral of the obligation to implement some or all of the measures of the PIP until there are sufficient data to demonstrate the efficacy and safety of the product in adults. Further, the obligation to provide pediatric clinical trial data can be waived by the PDCO when these data are not needed or appropriate because the product is likely to be ineffective or unsafe in children, the disease or condition for which the product is intended occurs only in adult populations, or when the product does not represent a significant therapeutic benefit over existing treatments for pediatric patients. Once the marketing authorization is obtained in all Member States of the EU and study results are included in the product information, even when negative, the product is eligible for six months' supplementary protection certificate extension.

Clinical trials

Clinical trials of medicinal products in the European Union must be conducted in accordance with European Union and national regulations and the International Conference on Harmonization, or ICH, guidelines on GCPs. Additional GCP guidelines from the European Commission, focusing in particular on traceability, apply to clinical trials of advanced therapy medicinal products. If the sponsor of the clinical trial is not established within the European Union, it must appoint an entity within the European Union to act as its legal representative. The sponsor must take out a clinical trial insurance policy, and in most EU countries, the sponsor is liable to provide 'no fault' compensation to any study subject injured in the clinical trial.

Prior to commencing a clinical trial, the sponsor must obtain a clinical trial authorization from the competent authority, and a positive opinion from an independent ethics committee. The application for a clinical trial authorization must include, among other things, a copy of the trial protocol and an investigational medicinal product dossier containing information about the manufacture and quality of the medicinal product under investigation. Currently, clinical trial authorization applications must be submitted to the competent authority in each EU Member State in which the trial will be conducted. Under the new Regulation on Clinical Trials, which is currently expected to take effect in 2019, there will be a centralized application procedure where one national authority takes the lead in reviewing the application and the other national authorities have only a limited involvement. Any substantial changes to the trial protocol or other information submitted with the clinical trial applications must be notified to or approved by the relevant competent authorities and ethics committees. Medicines used in clinical trials must be manufactured in accordance with cGMP. Other national and European Union-wide regulatory requirements also apply.

Data Privacy and Security Laws

We are subject to laws and regulations governing data privacy and security, including the protection of health-related and other personal information. In the United States, numerous federal and state laws and regulations, including data breach notification laws, health information privacy and security laws, including HIPAA, and federal and state consumer protection laws and regulations (e.g., Section 5 of the FTC Act), that govern the collection, use, disclosure, and protection of health-related and other personal information could apply to our operations or the operations of our partners. In addition, certain state and non-U.S. laws, such as the California Consumer Privacy Act, or the CCPA, the California Privacy Rights Act, or the CPRA, and the General Data Protection Regulation, or the GDPR, govern the privacy and security of personal information, including health-related information in certain circumstances, some of which are more stringent than HIPAA and many of which differ from each other in significant ways and may not have the same effect, 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. Data privacy and security laws, regulations, and related 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.

Human Capital

As of February 15, 2024, we had 253 full-time employees, 72 of whom have a Ph.D. or M.D. None of our employees are represented by labor unions or covered by collective bargaining agreements. We consider our relationship with our employees to be good.

Our human capital resources objectives include, as applicable, identifying, recruiting, retaining, and incentivizing our management team and our clinical, scientific and other employees and consultants. The principal purposes of our equity and cash incentive plans are to attract, retain and motivate personnel through the granting of stock-based and cash-based compensation awards, in order to align our interests and the interests of our stockholders with those of our employees and consultants.

Corporate Information

We were originally founded as a Delaware limited liability company on November 13, 2012, under the name Avidity NanoMedicines LLC. On June 4, 2016, we changed our name to Avidity Biosciences LLC, and on April 1, 2019, we converted into a Delaware corporation under the name Avidity Biosciences, Inc. Our principal executive offices are located at 10578 Science Center Drive, Suite 125, San Diego, California 92121, and our telephone number is (858) 401-7900.

Available Information

Our internet address is www.aviditybiosciences.com. Our investor relations website is located at <https://aviditybiosciences.investorroom.com/home>. We make available free of charge on our investor relations website under "SEC Filings" our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, our directors' and officers' Section 16 reports and any amendments to those reports as soon as reasonably practicable after filing or furnishing such materials to the U.S. Securities and Exchange Commission, or SEC. They are also available for free on the SEC's website at www.sec.gov.

We use our investor relations website as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Investors should monitor such website, in addition to following our press releases, SEC filings and public conference calls and webcasts. Information relating to our corporate governance is also included on our investor relations website. The information in or accessible through the SEC and our website are not incorporated into, and are not considered part of, this filing.

ITEM 1A. Risk Factors

You should carefully consider the following risk factors, together with the other information contained in this annual report on Form 10-K, including our financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before making a decision to purchase or sell shares of our common stock. We cannot assure you that any of the events discussed in the risk factors below will not occur. These risks could have a material and adverse impact on our business, results of operations, financial condition and growth prospects. If that were to happen, the trading price of our common stock could decline substantially. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations or financial condition.

Summary of Risk Factors

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

- We have a 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 product revenue or become profitable or, if we achieve profitability, we may not be able to sustain it.
- We will require substantial additional financing to achieve our goals, 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.
- Raising additional capital may cause dilution to our stockholders, restrict our operations or require us to relinquish rights to our technologies or product candidates.
- We are early in our development efforts and have three product candidates in clinical development. All of our other development programs are in the preclinical or discovery stage. If we are unable to successfully develop, obtain regulatory approval and ultimately commercialize product candidates, or experience significant delays in doing so, our business will be materially harmed.
- Any difficulties or delays in the commencement or completion, or the termination or suspension, of our ongoing and planned clinical trials could result in increased costs to us, or delay or limit our ability to generate revenue and adversely affect our commercial prospects.
- Use of our product candidates could be associated with side effects, adverse events or other properties or safety risks, which could delay or preclude approval, cause us to suspend or discontinue clinical trials, abandon a product candidate, limit the commercial profile of an approved label or result in other significant negative consequences that could severely harm our business, prospects, operating results and financial condition.
- We may find it difficult to enroll patients in our clinical trials. If we encounter difficulties enrolling subjects in our clinical trials, including as a result of the partial clinical hold related to AOC 1001, our clinical development activities could be delayed or otherwise adversely affected.
- Interim, topline and preliminary data from our preclinical studies and clinical trials 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.
- Our approach to the discovery and development of product candidates based on our AOC platform is unproven, and we do not know whether we will be able to develop any products of commercial value, or if competing technological approaches will limit the commercial value of our product candidates or render our AOC platform obsolete.
- Preclinical and clinical development involves a lengthy and expensive process with an uncertain outcome, and the results of preclinical studies and early clinical trials are not necessarily predictive of future results. Our product candidates may not have favorable results in clinical trials or receive regulatory approval on a timely basis, if at all.
- We rely on third parties to conduct our preclinical studies and clinical trials, and these parties may not perform satisfactorily.
- We face significant competition, and if our competitors develop technologies or product candidates more rapidly than we do or their technologies are more effective, our business and our ability to develop and successfully commercialize products may be adversely affected.
- Our success depends on our ability to protect our intellectual property and our proprietary technologies.
- 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.

- We have identified a material weakness in our internal control over financial reporting. If we experience additional material weaknesses or other deficiencies in the future or otherwise fail to maintain proper and effective internal controls, 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.

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

We have a 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 product 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 limited operating history upon which you can evaluate our business and prospects. We have three product candidates, AOC 1001, AOC 1020 and AOC 1044, in clinical development while all of our other development programs are in preclinical development or in the drug discovery stage. We commenced operations in 2012, and to date, we have focused primarily on organizing and staffing our company, business planning, raising capital, developing our proprietary AOC technology platform, identifying product candidates, establishing our intellectual property portfolio and conducting research and clinical and preclinical studies. Our approach to the discovery and development of product candidates based on our AOC platform is unproven, and we do not know whether we will be able to develop any product candidates that succeed in clinical development or products of commercial value. As an organization, we have not yet completed any clinical trials, obtained regulatory approvals, manufactured a commercial-scale product, or arranged for a third party to do so on our behalf, or conducted 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. We do not have any products approved for sale and have not generated any product revenue since our inception. If our product candidates are not successfully developed and approved, we may never generate any significant revenue. Our net losses were \$212.2 million, \$174.0 million, and \$118.0 million for the years ended December 31, 2023, 2022, and 2021, respectively. As of December 31, 2023, we had an accumulated deficit of \$570.8 million. Substantially all of our losses have resulted from expenses incurred in connection with our research and development programs and from general and administrative costs associated with our operations. All of our 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 any of our product candidates.

To become and remain profitable, we must succeed in developing and eventually commercializing products that generate significant revenue. This will require us to be successful in a range of challenging activities, including completing preclinical studies and clinical trials of our product candidates, identifying lead product candidates, discovering additional product candidates, obtaining regulatory approval for these 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 revenues that are 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 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.

We will require substantial additional financing to achieve our goals, 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 is capital-intensive. We expect our expenses to increase in connection with our ongoing activities, particularly as we conduct our ongoing and planned clinical trials and preclinical studies for our development programs and seek regulatory approval for our current product candidates and any future product candidates we may develop. If we obtain regulatory approval for any of our product candidates, we also expect to incur significant commercialization expenses related to product manufacturing, marketing, sales and distribution. Because the outcome of any preclinical study or clinical trial is highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of our product candidates. Furthermore, we expect to incur additional costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. 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.

We believe that our existing cash, cash equivalents and marketable securities will enable us to fund our operations for at least the next 12 months. In particular, we expect that these funds will allow us to complete our MARINA-OLE trial for AOC 1001 in DM1 and advance AOC 1044 for DMD, and AOC 1020 for FSHD in clinical development as well as to further advance our AOC platform in and beyond our muscle franchise. We have based these estimates on assumptions that may prove to be wrong, and we could exhaust 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, through public or private equity or debt financings or other capital sources, including potentially additional 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. For example, in November 2022, we entered into a sales agreement, or the 2022 Sales Agreement, with Cowen and Company, LLC, or the Sales Agent, under which we may, from time to time, sell shares of common stock having an aggregate offering price of up to \$200.0 million through the Sales Agent. However, there can be no assurance that the Sales Agent will be successful in consummating future sales based on prevailing market conditions or in the quantities or at the prices that we deem appropriate. In addition, the 2022 Sales Agreement may be terminated by us or the Sales Agent at any time upon specified notice to the other party, or by the Sales Agent at any time in certain circumstances, including the occurrence of a material adverse change. Attempting to secure additional financing may divert our management from our day-to-day activities, which may adversely affect our ability to develop our product candidates.

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

- the type, number, scope, progress, expansions, results, costs and timing of, discovery, preclinical studies and clinical trials of our product candidates which we are pursuing or may choose to pursue in the future;
- the costs and timing of manufacturing for our product candidates and commercial manufacturing if any product candidate is approved;
- the costs, timing and outcome of regulatory review of our product candidates;
- the terms and timing of establishing and maintaining collaborations, licenses and other similar arrangements;
- the costs of obtaining, maintaining and enforcing our patents and other intellectual property rights;
- our efforts to enhance operational systems and hire additional personnel to satisfy our obligations as a public company, including enhanced internal controls over financial reporting;
- the costs associated with hiring additional personnel and consultants as our preclinical and clinical activities increase;
- the timing and amount of the milestone or other payments made to us under our current or future research and collaboration agreements;

- the costs and timing of establishing or securing sales and marketing capabilities if any 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;
- 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.

Identifying potential product candidates and conducting preclinical studies and clinical trials 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 our product candidates. In addition, our product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of products that we do not expect to be commercially available for many 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.

Raising additional capital may cause dilution to our stockholders, 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 revenues, we expect to finance our cash needs through equity offerings, debt financings, or other capital sources, including potential additional 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 will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. Any future 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, selling or licensing our assets, making capital expenditures, declaring dividends or encumbering our assets to secure future indebtedness. 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 have to relinquish valuable rights to our future revenue streams, research programs, product candidates or AOC platform, 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 would otherwise prefer to develop and market ourselves.

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

We are early in our development efforts and have three product candidates in clinical development. All of our other development programs are in the preclinical or discovery stage. If we are unable to successfully develop, obtain regulatory approval and ultimately commercialize product candidates, or experience significant delays in doing so, our business will be materially harmed.

We are in the early stages of our development efforts and have three product candidates in clinical development. All of our other development programs are in the preclinical or drug discovery stage. We have invested substantially all of our efforts in developing our AOC platform, identifying potential product candidates and conducting preclinical and early clinical studies. We will need to progress our preclinical-stage candidates through IND-enabling studies and receive authorization from the U.S. Food and Drug Administration, or the FDA, or the equivalent regulatory authority in other countries, to proceed under an IND, or its equivalent, prior to initiating their clinical development. Our ability to generate product revenues, which we do not expect will occur for many years, if ever, will depend heavily on the successful development and eventual commercialization of

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

- successful completion of preclinical studies with favorable results, including those compliant with good laboratory practices, or GLP, toxicology studies, biodistribution studies and minimum effective dose studies in animals;
- allowance to proceed with clinical trials under INDs by the FDA, or under similar regulatory submissions by comparable foreign regulatory authorities for the conduct of clinical trials of our product candidates and our proposed design of future clinical trials;
- successful enrollment in clinical trials and completion of clinical trials with favorable results;
- demonstrating safety, purity, potency and efficacy of our product candidates to the satisfaction of applicable regulatory authorities;
- receipt of marketing approvals from applicable regulatory authorities, including biologics license applications, or BLAs, from the FDA and maintaining such approvals;
- making arrangements with our third-party manufacturers for, or establishing, commercial manufacturing capabilities;
- establishing sales, marketing and distribution capabilities and launching commercial sales of our products, if and when approved, whether alone or in collaboration with others;
- establishing and maintaining patent and trade secret protection or regulatory exclusivity for our product candidates;
- maintaining an acceptable safety profile of our products following approval; and
- maintaining and growing an organization of people who can develop and commercialize our products and technology.

If we are unable to develop, obtain regulatory approval for, or, if approved, successfully commercialize our product candidates, we may not be able to generate sufficient revenue to continue our business.

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 preliminary or topline 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 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 preliminary or topline results that we report may differ from future results of the same 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 data we previously published. As a result, topline and preliminary data should be viewed with caution until the final data are available.

From time to time, we may also disclose interim data from our preclinical studies and clinical trials. Interim data from clinical trials that we may complete are 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 or as patients from our clinical trials continue other treatments for their disease. Adverse differences between preliminary, topline or interim data and final data could significantly harm our business prospects.

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

Our approach to the discovery and development of product candidates based on our AOC platform is unproven, and we do not know whether we will be able to develop any products of commercial value, or if competing technological approaches will limit the commercial value of our product candidates or render our AOC platform obsolete.

The success of our business depends primarily upon our ability to identify, develop and commercialize products based on our proprietary AOC platform, which leverages a novel and unproven approach. While we have had favorable preclinical and early clinical study results based on our technology platform, we have not yet succeeded and may not succeed in demonstrating safety, purity or potency for any product candidates in clinical trials or in obtaining marketing approval thereafter. Our research methodology and novel approach to oligonucleotide based therapy may be unsuccessful in identifying additional product candidates, and any product candidates based on our technology platform may be shown to have harmful side effects or may have other characteristics that may necessitate additional clinical testing, or make the product candidates unmarketable or unlikely to receive marketing approval. We may also be unsuccessful in developing and demonstrating utility of our AOCs in cell types beyond the muscle, including under our Lilly Agreement for immunology and other select indications and under the BMS Collaboration Agreement for certain cardiovascular treatments. Further, because all of our product candidates and development programs are based on our AOC platform, adverse developments with respect to one of our programs may have a significant adverse impact on the actual or perceived likelihood of success and value of our other programs.

In addition, the biotechnology and biopharmaceutical industries are characterized by rapidly advancing technologies. Our future success will depend in part on our ability to maintain a competitive position with our AOC approach. If we fail to stay at the forefront of technological change in utilizing our AOC platform to create and develop product candidates, we may be unable to compete effectively. Our competitors may render our AOC approach obsolete, or limit the commercial value of our product candidates, by advances in existing technological approaches or the development of new or different approaches (including, for example, using different mAbs or transporter protein combinations with oligonucleotides than us), potentially eliminating the advantages in our drug discovery process that we believe we derive from our research approach and proprietary technologies. By contrast, adverse developments with respect to other companies that attempt to use a similar approach to our approach may adversely impact the actual or perceived value of our AOC platform and potential of our product candidates.

If any of these events occur, we may be forced to abandon our development efforts for a program or programs, which would have a material adverse effect on our business and could potentially cause us to cease operations.

Preclinical and clinical development involves a lengthy and expensive process with an uncertain outcome, and the results of preclinical studies and early clinical trials are not necessarily predictive of future results. Our product candidates may not have favorable results in clinical trials or receive regulatory approval on a timely basis, if at all.

Preclinical and clinical development is expensive and can take many years to complete, and its outcome is inherently uncertain. We cannot guarantee that any preclinical studies or clinical trials will be conducted as planned or completed on schedule, if at all, and failure can occur at any time during the preclinical study or clinical trial process. For example, we may not be able to meet expected timeframes for data readouts. Despite promising preclinical or clinical results, any product candidate can unexpectedly fail at any stage of preclinical or clinical development. The historical failure rate for product candidates in our industry is high.

The results from preclinical studies or clinical trials of a product candidate may not predict the results of later clinical trials of the product candidate, and interim, topline, or preliminary results of a clinical trial are not necessarily indicative of final results. Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy characteristics despite having progressed through preclinical studies and initial clinical trials. In particular, while we have conducted certain preclinical studies of AOC 1001, AOC 1044, AOC 1020 and other potential product candidates targeting rare muscle disorders, we do not know whether AOC

1001, AOC 1044, AOC 1020 or the other potential product candidates will perform in ongoing or future clinical trials as they have performed in these prior studies. The positive results we have observed for our product candidates in preclinical animal models, and in certain cases, early clinical studies, may not be predictive of our ongoing and future clinical trials in humans. Furthermore, for some indications that we are pursuing, there are no animal models of the human disease and therefore the animal models may not be predictive for human disease outcomes. 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. If unexpected observations or toxicities are observed in these studies, or in IND-enabling studies for any of our other development programs, this will delay clinical trials for such development programs. 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. For the foregoing reasons, we cannot be certain that our ongoing and planned preclinical studies and planned clinical trials will be successful. Any safety concerns observed in any of our preclinical studies or clinical trials in our targeted indications could limit the prospects for regulatory approval of our product candidates in those and other indications, which could have a material adverse effect on our business, financial condition and results of operations.

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

In order to obtain FDA approval to market a new drug we must demonstrate the safety and efficacy of our product candidates in humans to the satisfaction of the FDA. To meet these requirements, we will have to conduct adequate and well-controlled clinical trials. Clinical testing is expensive, time-consuming and subject to uncertainty.

Before we can initiate clinical trials for a product candidate, 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 chemistry, manufacturing and controls and our proposed clinical trial protocol, as part of an IND or similar regulatory filing required for authorization to proceed with clinical development. The FDA or comparable foreign regulatory authorities may require us to conduct additional preclinical studies for any product candidate before it allows us to initiate clinical trials under any IND or similar regulatory filing, which may lead to delays and increase the costs of our preclinical development programs.

Moreover, even if these trials begin, issues may arise that could cause regulatory authorities to suspend or terminate such clinical trials. For example, the FDA placed a partial clinical hold on new participant enrollment in our Phase 1/2 MARINA clinical trial of AOC 1001 in adults with DM1 in response to a serious adverse event reported in a single participant in the 4mg/kg cohort of the MARINA study. Though the FDA has since eased this partial clinical hold, if we do not resolve the partial clinical hold on our expected timeline or if the data we provide in response to the FDA's requests is not satisfactory to the FDA, this may cause the development of AOC 1001 to be delayed or not completed at all. Any delays in the commencement or completion of our ongoing and planned clinical trials for our current and any future product candidates could significantly affect our product development timelines and product development costs.

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

- obtaining regulatory authorizations 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 studies;
- any failure or delay in reaching an agreement with contract research organizations, or 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;
- obtaining approval from one or more institutional review boards, or IRBs;
- IRBs refusing to approve, suspending or terminating the trial at an investigational site, precluding enrollment of additional subjects, or withdrawing their approval of the trial;

- changes to clinical trial protocol;
- clinical sites deviating from trial protocol or dropping out of a trial;
- manufacturing sufficient quantities of product candidate for use in clinical trials;
- subjects failing to enroll or remain in our trials at the rate we expect, or failing to return for post-treatment follow-up;
- subjects choosing an alternative treatment for the indications for which we are developing our product candidates, or participating in competing clinical trials;
- lack of adequate funding to continue the clinical trial;
- subjects experiencing severe or unexpected drug-related adverse effects;
- occurrence of serious adverse events in trials of the same class of agents conducted by other companies;
- selection of clinical endpoints that require prolonged periods of clinical observation or analysis of the resulting data;
- a facility manufacturing our product candidates or any of their components being ordered by the FDA or comparable foreign regulatory authorities to temporarily or permanently shut down due to violations of current good manufacturing practice, or cGMP, regulations or other applicable requirements, or infections or cross-contaminations of product candidates in the manufacturing process;
- any changes to our manufacturing process that may be necessary or desired;
- third-party clinical investigators losing the licenses or permits necessary to perform our clinical trials, not performing our clinical trials on our anticipated schedule or consistent with the clinical trial protocol, good clinical practices, or GCP, or other regulatory requirements;
- third-party contractors not performing data collection or analysis in a timely or accurate manner; or
- third-party contractors becoming debarred or suspended or otherwise penalized by the FDA or other government or regulatory authorities for violations of regulatory requirements, in which case we may need to find a substitute contractor, and we may not be able to use some or all of the data produced by such contractors in support of our marketing applications.

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 or termination due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or 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, conducting clinical trials in foreign countries, as we may do for our product candidates, 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 protocol as a result of differences in healthcare services or cultural customs, managing additional administrative burdens associated with foreign regulatory schemes, as well as political and economic risks, including war, relevant to such foreign countries.

Moreover, principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and receive compensation in connection with 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 marketing approval of one or more of our product candidates.

If we experience delays in the completion of, or the termination of, any clinical trial of our product candidates, the commercial prospects of our product candidates will be harmed, and our ability to generate product revenues from any of these product candidates will be delayed. Moreover, any delays in completing our clinical trials will increase our costs, slow down our product candidate development and approval process and jeopardize our ability to commence product sales and generate revenues.

In addition, 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. We may make formulation or manufacturing changes to our product candidates, in which case we may need to conduct additional preclinical studies to bridge our modified product candidates to earlier versions. 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 our product candidates and our competitors may be able to bring products to market before we do, and the commercial viability of our product candidates could be significantly reduced. Any of these occurrences may harm our business, financial condition and prospects significantly.

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

We may not be able to initiate or continue clinical trials for our product candidates if we are unable to identify and enroll a sufficient number of eligible patients to participate in these trials as may be required by the FDA or similar regulatory authorities outside the United States. Subject enrollment, a significant factor in the timing of clinical trials, is affected by many factors including the size and nature 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, competing clinical trials and clinicians' and patients' perceptions as to the potential advantages and risks of the product candidate 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 subjects for each of our clinical trials. Potential subjects for any planned clinical trials may not be adequately diagnosed or identified with the diseases which we are targeting or may not meet the entry criteria for such trials. We are initially developing product candidates targeting genetically defined, rare muscle disorders with limited patient pools from which to draw for clinical trials. Genetically defined diseases generally, including those for which our current product candidates are targeted, have low incidence and prevalence. We also may encounter difficulties in identifying and enrolling subjects with a stage of disease appropriate for our planned clinical trials and monitoring such subjects adequately during and after treatment. We may not be able to initiate or continue clinical trials if we are unable to locate a sufficient number of eligible subjects to participate in the clinical trials required by the FDA or comparable foreign regulatory authorities. In addition, the process of finding and diagnosing subjects may prove costly.

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, will further limit the pool of available trial participants. If patients are unwilling to participate in our trials for any reason, including the existence of concurrent clinical trials for similar patient populations or the availability of approved therapies, or we otherwise have difficulty enrolling a sufficient number of patients, the timeline for recruiting subjects, conducting studies and obtaining regulatory approval of our product candidates may be delayed. Our inability to enroll a sufficient number of subjects for any of our ongoing or future clinical trials would result in significant delays or may require us to abandon one or more clinical trials altogether. In addition, we expect to rely on CROs and clinical trial sites to ensure proper and timely conduct of our future clinical trials and, while we intend to enter into agreements governing their services, we will have limited influence over their actual performance.

We cannot assure you that our assumptions used in determining expected clinical trial timelines are correct or that we will not experience delays in enrollment, which would result in the delay of completion of such trials beyond our expected timelines.

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

As is the case with biopharmaceuticals generally, it is likely that there may be side effects and adverse events associated with our product candidates' use. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics. Although other oligonucleotide therapeutics have received regulatory approval, our AOCs, which combine oligonucleotides with a mAb, are a novel approach to oligonucleotide therapies, which may present enhanced risk and uncertainty for our product candidates compared to more well-established classes of therapies, or oligonucleotide or mAb-based therapies on their own. Moreover, there have been only a limited number of clinical trials involving the use of oligonucleotide therapeutics or the proprietary technology used in our AOC platform. It is impossible to predict when or if any product candidates we may develop will prove safe in humans. Undesirable side effects caused by our product candidates could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or comparable foreign regulatory authorities. In particular, the FDA has placed a partial clinical hold on new participant enrollment at certain dosage levels of AOC 1001 as described in the risk factor titled, "Any difficulties or delays in the commencement or completion, or the termination or suspension, of our current or planned clinical trials could result in increased costs to us, or delay or limit our ability to generate revenue and adversely affect our commercial prospects." 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 and prospects significantly.

Moreover, if our product candidates are associated with undesirable side effects in clinical trials or have 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 the product candidate if approved. We may also be required to modify our study plans based on findings after we commence our clinical trials. Many compounds that initially showed promise in early-stage testing have later been found to cause side effects that prevented further development of the compound. In addition, regulatory authorities may draw different conclusions or require additional testing to confirm these determinations.

It is possible that as we test our product candidates in larger, longer and more extensive clinical trials, or as the use of these product candidates becomes more widespread if they receive regulatory approval, illnesses, injuries, discomforts and other adverse events that were observed in earlier trials, as well as conditions that did not occur or went undetected in previous trials, may be reported by subjects. If such side effects become known later in development or upon approval, if any, such findings may harm our business, financial condition and prospects significantly.

Patients treated with our products, if approved, may experience previously unreported adverse reactions, and it is possible that the FDA or other regulatory authorities may ask for additional safety data as a condition of, or in connection with, our efforts to obtain approval of our product candidates. If safety problems occur or are identified after our products, if any, reach the market, we may make the decision or be required by regulatory authorities to amend the labeling of our products, recall our products or even withdraw approval for our products.

In addition, if one or more of our product candidates receives marketing 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, or 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, 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 of the particular product candidate, if approved, and could significantly harm our business, results of operations and prospects.

As an organization, we have never completed any clinical trials or submitted a BLA for regulatory approval and may be unable to do so for any of our product candidates.

We are early in our development efforts for our product candidates and we will need to successfully complete our ongoing early-stage clinical trials, and later-stage and pivotal clinical trials in order to obtain FDA or comparable foreign regulatory approval to market any of our product candidates, as well as complete IND-enabling studies for our preclinical product candidates. Carrying out clinical trials and the submission of a successful BLA is a complicated process. As an organization, we have not initiated or completed any late-stage or pivotal clinical trials, 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. As interactions with the FDA may not be comprehensive, we cannot be certain how many clinical trials of any of our product candidates 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 planned clinical trials, could prevent us from or delay us in submitting BLAs for and commercializing our product candidates.

Our product candidates are subject to extensive regulation and compliance, which is costly and time consuming, and such regulation may cause unanticipated delays or prevent the receipt of the required approvals to commercialize our product candidates.

The clinical development, manufacturing, labeling, packaging, storage, record-keeping, advertising, promotion, import, export, marketing, distribution and adverse event reporting, including the submission of safety and other information, of our product candidates are subject to extensive regulation by the FDA in the United States and by comparable foreign regulatory authorities in foreign markets. In the United States, we are not permitted to market our product candidates until we receive regulatory approval from the FDA. The process of obtaining regulatory approval is expensive, often takes many years following the commencement of clinical trials and can vary substantially based upon the type, complexity and novelty of the product candidates involved, as well as the target indications and patient population. Approval policies or regulations may change, and the FDA has substantial discretion in the drug approval process, including the ability to delay, limit or deny approval of a product candidate for many reasons. Despite the time and expense invested in clinical development of product candidates, regulatory approval is never guaranteed. Neither we nor any current or future collaborator is permitted to market any of our product candidates in the United States until we receive approval from the FDA.

Prior to obtaining approval to commercialize a product candidate in the United States or abroad, we or our collaborators must demonstrate with substantial evidence from adequate and well-controlled clinical trials, and to the satisfaction of the FDA or comparable foreign regulatory authorities, that such product candidates are safe, pure, potent or effective for their intended uses. Results from preclinical studies and clinical trials can be interpreted in different ways. Even if we believe the preclinical or clinical data for our product candidates are promising, such data may not be sufficient to support approval by the FDA and comparable foreign regulatory authorities. The FDA or comparable foreign regulatory authorities, as the case may be, may also require us to

conduct additional preclinical studies or clinical trials for our product candidates either prior to or post-approval, or may object to elements of our clinical development program.

The FDA or comparable foreign regulatory authorities can delay, limit or deny approval of a product candidate for many reasons, including:

- such authorities may disagree with the design or implementation of our or our collaborators' current or future clinical trials;
- negative or ambiguous results from our clinical trials or results may not meet the level of statistical significance required by the FDA or comparable foreign regulatory agencies for approval;
- serious and unexpected drug-related side effects may be experienced by participants in our clinical trials or by individuals using drugs similar to our product candidates;
- such authorities may not accept clinical data from trials which are conducted at clinical facilities or in countries where the standard of care is potentially different from that of the United States;
- we or any of our current or future collaborators may be unable to demonstrate that a product candidate is safe and effective, and that product candidate's clinical and other benefits outweigh its safety risks;
- such authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- such authorities may not agree that the data collected from clinical trials of our product candidates are acceptable or sufficient to support the submission of a BLA or other submission or to obtain regulatory approval in the United States or elsewhere, and such authorities may impose requirements for additional preclinical studies or clinical trials;
- such authorities may disagree regarding the formulation, labeling and/or the specifications of our product candidates;
- approval may be granted only for indications that are significantly more limited than what we apply for and/or with other significant restrictions on distribution and use;
- such authorities may find deficiencies in the manufacturing processes, approval policies or facilities of our third-party manufacturers with which we or any of our current or future collaborators contract for clinical and commercial supplies;
- regulations of such authorities may significantly change in a manner rendering our or any of our potential future collaborators' clinical data insufficient for approval; or
- such authorities may not accept a submission due to, among other reasons, the content or formatting of the submission.

With respect to foreign markets, approval procedures vary among countries and, in addition to the foregoing risks, may involve additional product testing, administrative review periods and agreements with pricing authorities. In addition, events raising questions about the safety of certain marketed biopharmaceuticals may result in increased cautiousness by the FDA and comparable foreign regulatory authorities in reviewing new drugs and biologics based on safety, efficacy or other regulatory considerations and may result in significant delays in obtaining regulatory approvals. Any delay in obtaining, or inability to obtain, applicable regulatory approvals could prevent us or any of our potential future collaborators from commercializing our product candidates.

We may expend our limited resources to pursue a particular product candidate 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 specific product candidates and specific indications. As a result, we may forgo or delay pursuit of opportunities with other product candidates that could have had greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Our spending on current and future research and development programs and product candidates for specific indications may not yield

any commercially viable product candidates. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaborations, licenses and other similar arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate.

We may not be able to obtain or maintain orphan drug designations for any of our product candidates, and we may be unable to maintain the benefits associated with orphan drug designation, including the potential for market exclusivity.

Regulatory authorities in some jurisdictions, including the United States and Europe, may designate drugs or biologics for relatively small patient populations as orphan drugs. Under the Orphan Drug Act of 1983, the FDA may designate a drug or biologic as an orphan product if it is intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200,000 individuals in the United States, or a patient population of greater than 200,000 individuals in the United States, but for which there is no reasonable expectation that the cost of developing the drug will be recovered from sales in the United States. In the European Union, the European Medicines Agency's, or EMA's, Committee for Orphan Medicinal Products grants orphan drug designation to promote the development of products that are intended for the diagnosis, prevention or treatment of a life-threatening or chronically debilitating condition affecting not more than five in 10,000 persons in the European Union. We have received orphan drug designation in the United States and the European Union for each of AOC 1001 for the treatment of DM1, AOC 1020 for the treatment of FSHD and AOC 1044 for the treatment of DMD, and we may seek orphan drug designation for future product candidates. There can be no assurance that we will be able to maintain such designation or that the FDA or the EMA's Committee for Orphan Medicinal Products will grant orphan designation for any additional indication for which we apply.

In the United States, orphan designation entitles a party to financial incentives such as opportunities for grant funding toward clinical trial costs, tax advantages and user-fee waivers. In addition, if a product candidate 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 drug exclusivity, which means that the FDA may not approve any other applications, including a BLA, to market the same product 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 drug exclusivity or where the manufacturer is unable to assure sufficient product quantity. The applicable exclusivity period is ten years in Europe, but such exclusivity period can be reduced to six years if a product no longer meets the criteria for orphan designation or if the product is sufficiently profitable that market exclusivity is no longer justified.

Even if we obtain orphan drug exclusivity for a product, that exclusivity may not effectively protect the product from competition because different drugs can be approved for the same disease or condition. Even after an orphan drug is approved, the FDA or comparable foreign regulatory authority can subsequently approve the same drug for the same disease or condition if such regulatory authority concludes that the later drug is clinically superior because it is shown to be safer, more effective or makes a major contribution to patient care. Orphan drug exclusivity in the United States may also be lost if the FDA later determines that the initial request for designation was materially defective. In addition, orphan drug exclusivity does not prevent the FDA from approving competing drugs containing different active ingredients for the same or similar indication. In addition, if a subsequent drug is approved for marketing for the same or a similar disease or condition as any of our product candidates that receive marketing approval, we may face increased competition and lose market share regardless of orphan drug exclusivity. Orphan drug designation neither shortens the development time or regulatory review time of a drug nor gives the drug any advantage in the regulatory review or approval process.

Receipt of breakthrough therapy designation or fast track designation by the FDA for one or more of our product candidates may not lead to a faster development or regulatory review or approval process and it does not increase the likelihood that our product candidates will receive marketing approval.

We may seek breakthrough therapy or fast track designation for some of our product candidates. If a product candidate is intended for the treatment of a serious or life-threatening condition and clinical or preclinical data demonstrate the potential to address unmet medical needs for this condition, the sponsor may apply for fast track designation. The FDA has granted fast track designation to each of AOC 1001 for the treatment of DM1, AOC 1020 for the treatment of FSHD and AOC 1044 for the treatment of DMD. 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 if the relevant criteria are met. A fast track product candidate may also be eligible for rolling review, where 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.

Breakthrough therapy designation may be granted to 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 and 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 drugs or biologics that have been designated as breakthrough therapies, 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. The designation also includes the same benefits as fast track designation, including eligibility for rolling review of a BLA.

Whether to grant breakthrough therapy or fast track designation is within the discretion of the FDA. Accordingly, even if we believe one of our product candidates meets the criteria for these designations, the FDA may disagree and instead determine not to make such designation. In any event, the receipt of either of these designations for a product candidate, including the fast track designations granted to AOC 1001, AOC 1020 and AOC 1044, may not result in a faster development process, review or approval compared to product candidates considered for approval under conventional FDA review procedures and does not assure ultimate approval by the FDA. In addition, the FDA may later decide that the product candidate no longer meets the conditions for qualification and rescind granted designations.

We may conduct certain of our clinical trials for our product candidates 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 may conduct one or more of our clinical trials for our product candidates outside the United States. Although the FDA may accept data from clinical trials conducted outside the United States, acceptance of this data is subject to certain conditions imposed by the FDA. Where data from foreign clinical trials are intended to serve as the basis for marketing approval in the United States, the FDA will not approve the application on the basis of foreign data alone unless those data are applicable to the U.S. population and U.S. medical practice; the studies were performed by clinical investigators of recognized competence; and the data are considered valid without the need for an on-site inspection by the FDA or, if the FDA considers such an inspection to be necessary, the FDA is able to validate the data through an on-site inspection or other appropriate means. For studies that are conducted only at sites outside of the United States and not otherwise subject to an IND, the FDA requires the clinical trial to have been conducted in accordance with GCPs, and the FDA must be able to validate the data from the clinical trial through an on-site inspection if it deems such inspection necessary. For such studies not subject to an IND, the FDA generally does not provide advance comment on the clinical protocols for the studies, and therefore there is an additional potential risk that the FDA could determine that the study design or protocol for a non-U.S. clinical trial was inadequate, which could require us to conduct additional clinical trials. There can be no assurance the FDA will accept data from clinical trials conducted outside of the United States. If the FDA does not accept data from our clinical trials of our product candidates, 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 our product candidates.

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;
- cultural differences in medical practice and clinical research; and
- diminished protection of intellectual property in some countries.

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 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, the FDA's ability to hire and retain key personnel and accept the payment of user fees, and other events that may otherwise affect the FDA's ability to perform routine functions. Average review times at the FDA 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 drugs and biologics or modifications to approved drugs and 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 FDA 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 any resurgence of the virus or emergence of new variants may lead to further inspectional or administrative delays. If a prolonged government shutdown occurs, or if global health concerns continue to 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 preclinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties, comply with applicable regulatory requirements or meet expected deadlines, our development programs and our ability to seek or obtain regulatory approval for or commercialize our product candidates may be delayed.

We are dependent on third parties to conduct our preclinical studies and clinical trials. Specifically, we have used and relied on, and intend to use and 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 our reliance on our CROs and other third parties does not relieve us of our regulatory responsibilities. We and our CROs are required to comply with GCP requirements, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for all of our 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 GCPs, the clinical data generated in our clinical trials may be deemed unreliable, and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. In addition, our clinical trials must be conducted with products produced under cGMP regulations. Our 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 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 performs 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 are expected to 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 concludes 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 of any BLA we submit. Any such delay or rejection could prevent us from commercializing our product candidates.

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 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 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 and prospects.

We rely on third parties for the manufacture of our product candidates for preclinical and clinical development. This reliance on third parties increases the risk that we will not have sufficient quantities of our product candidates or products or such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.

We do not own or operate manufacturing facilities and have no plans to develop our own clinical or commercial-scale manufacturing capabilities. We rely, and expect to continue to rely, on third parties for the manufacture of our product candidates and related raw materials for preclinical and clinical development, as well as for commercial manufacture if any of our product candidates receive marketing approval. The facilities used by third-party manufacturers to manufacture our product candidates must be approved by the FDA and any comparable foreign regulatory authority for the manufacture of our product candidates pursuant to inspections that will be conducted after we submit a BLA to the FDA or any comparable application 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. Our AOCs consist of a proprietary mAb conjugated with the oligonucleotide therapy. All of our mAbs are manufactured by starting with cells which are stored in a cell bank. We have multiple working cell banks and one master cell bank for our mAbs manufactured in accordance with cGMP and believe we would have adequate backup should any cell bank be lost in a catastrophic event. However, it is possible that we could lose multiple cell banks and have our manufacturing impacted by the need to replace the cell banks. 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 our 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 our 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 product candidates or products, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our products.

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

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

In addition, we may be unable to establish any agreements with third-party manufacturers or to do so on acceptable terms. 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 manufacture our product according to our schedule or at all;
- 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.

Our product candidates and any products that we may develop may compete with other product candidates and products for access to manufacturing facilities. There are a limited number of manufacturers that operate under cGMP regulations and that might be capable of manufacturing for us.

Any performance failure on the part of our existing or future manufacturers could delay clinical development or marketing approval, and any related remedial measures may be costly or time consuming to implement. We do not currently have arrangements in place for redundant supply or a second source for all required raw materials used in the manufacture of our product candidates. If our existing or future third-party manufacturers cannot perform as agreed, we may be required to replace such manufacturers and we may be unable to replace them on a timely basis or at all.

Our current and anticipated future dependence upon others for the manufacture of our product candidates or products may adversely affect our future profit margins and our ability to commercialize any products that receive marketing 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 will discover them or that our trade secrets will be misappropriated or disclosed.

Because we currently rely on third parties to manufacture our product candidates 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, 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 discovery of our proprietary technology and confidential information or other unauthorized use or disclosure would impair our competitive position and may have a material adverse effect on our business, financial condition, results of operations and prospects.

We are dependent on Lilly and BMS, as collaboration partners, for the development of certain targets. Under certain circumstances, Lilly or BMS may each unilaterally terminate its respective agreement with us for convenience, which could materially and adversely affect our business.

In April 2019, we entered into the Lilly Agreement for the discovery, development and commercialization of AOCs directed against certain targets in immunology and other select indications, or the Lilly AOCs. Under the Lilly Agreement, Lilly will be solely responsible for funding the cost of preclinical research and discovery activities, clinical development, regulatory approval and commercialization for the Lilly AOCs. Lilly primarily controls the research and development activities, pursuant to the terms of the Lilly Agreement, and our lack of control over such activities could result in delays or other difficulties in the development and commercialization of the Lilly AOCs. Any dispute with Lilly may result in the delay or termination of the research, development or commercialization of the Lilly AOCs, and may result in costly litigation that diverts our management's attention

and resources away from our day-to-day activities and which may adversely affect our business, financial condition, results of operation and prospects.

In November 2023, we entered into the BMS Collaboration Agreement for the development of up to five cardiovascular targets using our AOC platform, or the BMS AOCs. Under the BMS Collaboration Agreement, BMS will be solely responsible for funding all future clinical development, regulatory and commercialization activities for the BMS AOCs. Any dispute with BMS may result in the delay or termination of the research, development or commercialization of the BMS AOCs, either on an individual target basis or collectively, and may result in costly litigation that diverts our management's attention and resources away from our day-to-day activities and which may adversely affect our business, financial condition, results of operation and prospects.

In addition, Lilly or BMS may unilaterally terminate the Lilly Agreement or the BMS Collaboration Agreement, respectively (including for convenience), and in either such event, we would be prevented from receiving any research and development funding, milestone payments, royalty payments and other benefits under the respective agreement.

In addition, any decision by Lilly or BMS to terminate the Lilly Agreement or the BMS Collaboration Agreement, respectively, may negatively impact public perception of our AOC product candidates, which could adversely affect the market price of our common stock. We cannot provide any assurance with respect to the success of the collaborations with Lilly or BMS. Any of the foregoing events could have a materially adverse effect on our business, financial condition, results of operations and prospects.

We may seek to enter into additional collaborations, licenses and other similar arrangements and may not be successful in doing so, and even if we are, we may relinquish valuable rights and may not realize the benefits of such relationships.

We may seek to enter into additional collaborations, joint ventures, licenses and other similar arrangements for the development or commercialization of our product candidates, due to capital costs required to develop or commercialize the product candidate or manufacturing constraints. We may not be successful in our efforts to establish or maintain such collaborations for our product candidates because our research and development pipeline may be insufficient, our product candidates may be deemed to be at too early of a stage of development for collaborative effort or third parties may not view our product candidates as having the requisite potential to demonstrate safety and 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. We may have to relinquish valuable rights to our future revenue streams, research programs, product candidates or AOC platform, 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. We cannot be certain that, following a collaboration, license or strategic transaction, we will achieve an economic benefit that justifies such transaction.

Even if we are successful in our efforts to establish such collaborations, the terms that we agree upon may not be favorable to us, and we may not be able to maintain or current or any future collaborations if, for example, the development or approval of a product candidate is delayed, the safety of a product candidate is questioned or the sales of an approved product candidate are unsatisfactory.

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

Risks Related to Commercialization of Our Product Candidates

Even if we receive regulatory approval for any product candidate, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense. Additionally, our product candidates, if approved, could be subject to labeling and other restrictions on marketing or withdrawal from the market, and we may be subject to penalties if we fail to

comply with regulatory requirements or if we experience unanticipated problems with our product candidates, when and if any of them are approved.

Following potential approval of any of our product candidates, the FDA may impose significant restrictions on a product's indicated uses or marketing or impose ongoing requirements for potentially costly and time-consuming post-approval studies, post-market surveillance or clinical trials to monitor the safety and efficacy of the product. The FDA may also require a REMS as a condition of approval of our 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 our 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. 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, or failure to comply with regulatory requirements, 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;
- fines, restitutions, disgorgement of profits or revenues, warning letters, untitled letters or holds on clinical trials;
- refusal by the FDA to approve pending applications or supplements to approved applications filed 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 or the imposition of civil or criminal penalties.

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

In addition, if any of our product candidates are approved, our product labeling, advertising and promotion will be subject to regulatory requirements and continuing regulatory review. The FDA strictly regulates the promotional claims that may be made about drug products. In particular, a product may not be promoted for uses that are not approved by the FDA as reflected in the product's approved labeling. If we receive marketing approval for a product candidate, physicians may nevertheless, in their independent medical judgment, prescribe it to their patients in a manner that is inconsistent with the approved label. The FDA does not regulate the behavior of physicians in their choice of treatments but the FDA does restrict manufacturer's communications on the subject of off-label use of their products. If we are found to have promoted such off-label uses, we may become subject to significant liability. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant sanctions. The federal government has levied large civil and criminal fines against companies for alleged improper promotion and has enjoined several companies from engaging in off-label promotion. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed.

The FDA's and other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. In addition, the FDA's and other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. We also cannot predict the likelihood, nature or extent of government action 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.

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

The Affordable Care Act, or the ACA, includes a subtitle called the Biologics Price Competition and Innovation Act of 2009, or 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 approved 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 such company’s own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity, and potency of their product.

We believe that any of our product candidates 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 competition sooner than anticipated. Moreover, the extent to which a biosimilar, once approved, will be substituted for any one of our reference products in a way that is similar to traditional generic substitution for non-biological products is not yet clear, and will depend on a number of marketplace and regulatory factors that are still developing.

The commercial success of our 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.

Our product candidates may not be commercially successful. Even if any of our product candidates receive regulatory approval, they may not gain market acceptance among physicians, patients, healthcare payors or the medical community. The commercial success of any of our current or future product candidates will depend significantly on the broad adoption and use of the resulting product by physicians and patients for approved indications. The degree of market acceptance of our products will depend on a number of factors, including:

- demonstration of clinical efficacy and safety compared to other more-established products;
- the indications for which our product candidates are approved;
- 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 competitive drugs;
- the effectiveness of our or any of our current or potential future collaborators’ sales and marketing strategies; and
- unfavorable publicity relating to the product.

If any product candidate 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 FDA and other regulatory agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses. If we are found or alleged to have improperly promoted off-label uses, we may become subject to significant liability.

The FDA and other regulatory agencies strictly regulate the promotional claims that may be made about prescription products, as our product candidates would be, 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 are found to have promoted such off-label uses, we may become subject to significant liability. The federal government has levied large civil and criminal fines against companies for alleged improper promotion and has enjoined several companies from engaging in off-label promotion. The FDA has also required companies to enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. If we cannot successfully manage the promotion of our product candidates, if approved, we could become subject to significant liability, which would materially adversely affect our business and financial condition.

The successful commercialization of our 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 our 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. Moreover, we are initially developing product candidates targeting rare muscle disorders with small patient populations. In order for products that are designed to treat smaller patient populations to be commercially viable, the reimbursement for such products must be higher, on a relative basis, to account for the lack of volume. Accordingly, we will need to implement a coverage and reimbursement strategy for any approved product candidate with a smaller patient population that accounts for the smaller potential market size. 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. 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.

We cannot be sure that coverage and reimbursement in the United States, the European Union or elsewhere will be available for any product that we may develop, and any reimbursement that may become available may be decreased or eliminated in the future.

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 only offer to reimburse patients 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 our products.

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, in some cases at short notice, and we believe that changes in these rules and regulations are likely.

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 our products. 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, particularly prescription drugs and surgical procedures and other treatments, has become very intense. As a result, increasingly high barriers are being erected to the entry of new products.

We face significant competition, and if our competitors develop technologies or product candidates more rapidly than we do or their technologies are more effective, our business and our ability to develop and successfully commercialize products may be adversely affected.

The biotechnology and biopharmaceutical industries are 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 our product candidates. Any product candidates that 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 conditions for which we may attempt to develop product candidates. In particular, there is intense competition amongst RNA targeted therapies. Our competitors include larger and better funded pharmaceutical, biopharmaceutical, biotechnological and therapeutics companies. Moreover, we may also compete with universities and other research institutions who may be active in the indications we are targeting and could be in direct competition with us. We also compete with these organizations to recruit management, scientists and clinical development personnel, which 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 subjects for clinical trials and in identifying and in-licensing new product candidates. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Our clinical trials may compete with other clinical trials for product candidates that are in the same therapeutic areas as our product candidates, and this competition could reduce the number and types of patients available to us, because some patients who might have opted to enroll in our trials may instead opt to enroll in a trial being conducted by one of our competitors. Since the number of qualified clinical investigators is limited, we may conduct some of our clinical trials at the same clinical trial sites that some of our competitors use, which could reduce the number of patients who are available for our clinical trials in such clinical trial site.

We expect to face competition from existing products and products in development for each of our product candidates. With respect to AOC 1001, there are currently no approved therapies to treat the underlying cause of DM1. Products currently in development to treat DM1 include: tideglusib, a GSK3- β inhibitor in late-stage clinical development by AMO Pharma, Ltd. for the congenital phenotype of DM1; DYNE-101, an antibody fragment, or Fab, linked oligonucleotide that is being evaluated outside of the US in a Phase 1/2 clinical trial by Dyne Therapeutics Inc.; gene editing treatments in preclinical development by various companies collaborating with Vertex Pharmaceuticals, Inc., including Entrada Therapeutics, Inc.'s ENTR-701, an EEV-conjugated PMO. There are a growing number of companies in preclinical development pursuing different paths to treat DM1, including Design Therapeutics, Inc. and PepGen, Inc., and we expect that the space will continue to evolve as additional candidates advance.

There are currently no therapies to treat the underlying cause of facioscapulohumeral muscular dystrophy, or FSHD. Products currently in development to treat FSHD include: losmapimod, a repurposed p38 MAPK inhibitor that may modulate DUX4 expression, which is being evaluated in a Phase 3 clinical trial by Fulcrum Therapeutics Inc; and RO7204239, a monoclonal antibody against latent myostatin, which is currently being evaluated in a Phase 2 clinical trial by F. Hoffmann-La Roche AG. There are a growing number of companies in preclinical development pursuing different paths to treat FSHD, including Arrowhead Pharmaceuticals, Dyne Therapeutics and miRecule, Inc./Sanofi S.A., and we expect that the space will continue to evolve as additional candidates advance.

Currently people with DMD are treated with corticosteroids to manage the inflammatory component of the disease. Deflazacort is an FDA approved corticosteroid marketed by PTC Therapeutics, Inc. In addition, there are three FDA approved exon skipping drugs marketed by Sarepta Therapeutics, Inc.: Eteplirsen, an unconjugated PMO approved for people with DMD amenable to skipping Exon 51; golodirsen for the treatment of people with DMD amenable to skipping Exon 53; and casimersen for the treatment of DMD in patients with a confirmed mutation amenable to exon 45 skipping. There is an FDA-approved exon skipping drug marketed by Nippon Shinyaku Co., Inc.: viltolarsen, an unconjugated PMO approved for people with DMD amenable to skipping Exon 53. Companies focused on developing treatments for DMD that target dystrophin mechanisms, as does our DMD program, include Sarepta Therapeutics with SRP-5051, a PPMO currently being evaluated in a Phase 2 clinical trial for patients amenable to Exon 51 skipping, Dyne Therapeutics with DYNE-251, a PMO conjugated to a Fab currently being evaluated in a Phase 1/2 clinical trial for patients amenable to Exon 51 skipping; Wave Life Sciences, Ltd. with WVE-N531, an unconjugated PN-modified exon-skipping oligonucleotide currently being evaluated in a Phase 1/2 clinical trial for patients amenable to Exon 53 skipping, PepGen with PGN-EDO51, a peptide-conjugated oligonucleotide for patients amenable to Exon 51 skipping completed a Phase 1 clinical trial and PTC Therapeutics with ataluren, a small molecule targeting nonsense mutations in a Phase 3 clinical trial. In addition, several companies are developing microdystrophin-based gene therapies, including Pfizer Inc. (PF-06939926), Sarepta Therapeutics (SRP-9001 currently under FDA review for accelerated approval) REGENXBIO (RGX-202) and Solid Biosciences Inc. (SGT-003). We are also aware of several companies targeting non-dystrophin mechanisms for the treatment of DMD. There are a growing number of companies in preclinical development pursuing different paths to treat DMD, including Capricor and Fibrogen, and we expect that the space will continue to evolve as additional candidates advance. We are also aware of several companies targeting non-dystrophin mechanisms for the treatment of DMD.

We will also compete more generally with other companies developing alternative scientific and technological approaches, including other companies working to develop conjugates with oligonucleotides for extra-hepatic delivery, including Alnylam Pharmaceuticals, Aro Biotherapeutics, Arrowhead Pharmaceuticals, Dyne Therapeutics, Ionis Pharmaceuticals, Sarepta Therapeutics, PepGen, Inc., PeptiDream Inc. and Bicycle Therapeutics, as well as gene therapy and CRISPR approaches.

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 any product candidate, we will face competition based on many different factors, including the safety and effectiveness of our products, the ease with which our products can be administered and the extent to which patients accept relatively new routes of administration, the timing and scope of regulatory approvals for these products, 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 or technological approaches may make any products we develop, or our AOC platform, obsolete or noncompetitive before we recover the expense of developing and commercializing our product candidates. If we are unable to compete effectively, our opportunity to generate revenue from the sale of our products we may develop, if approved, could be adversely affected.

If the market opportunities for our products are smaller than we believe they are, our revenue may be adversely affected, and our business may suffer.

The precise incidence and prevalence for all the conditions we aim to address with our product candidates are unknown. Our projections of both the number of people who have these diseases, as well as the subset of people with these diseases who have the potential to benefit from treatment with our product candidates, are based on our beliefs and estimates. These estimates have been derived from a variety of sources, including the scientific literature, surveys of clinics, patient foundations or market research, and may prove to be incorrect. Further, new trials may change the estimated incidence or prevalence of these diseases. The total addressable market across all of our product candidates will ultimately depend upon, among other things, the diagnosis criteria included in the final label for each of our product candidates approved for sale for these indications, the availability of alternative treatments and the safety, convenience, cost and efficacy of our product candidates relative to such alternative treatments, acceptance by the medical community and patient access, drug pricing and reimbursement. 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 results of operations and our business. Further, even if we obtain significant market share for our product candidates, 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 have 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 and sell our products, we may not be able to generate product revenue.

We have no internal sales, marketing or distribution capabilities, nor have we commercialized a product. If any of our product candidates 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. We have no prior experience as a company in the marketing, sale and distribution of biopharmaceutical products and there are significant risks involved in building and managing a sales organization, including our ability to hire, retain and incentivize qualified individuals, generate sufficient sales leads, provide adequate training to sales and marketing personnel and effectively manage a geographically dispersed sales and marketing team. Any failure or delay in the development of our internal sales, marketing and distribution capabilities would adversely impact the commercialization of these products. We may 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 revenues 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 our product candidates in foreign markets. We are not permitted to market or promote any of our product candidates before we receive regulatory approval from applicable regulatory authorities in foreign markets, and we may never receive such regulatory approvals for any of our 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 our product candidates. If we obtain regulatory approval of our 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;
- 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 revenues, 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, 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 our product candidates, which may change from time to time;
- coverage and reimbursement policies with respect to our product candidates, if approved, and potential future drugs that compete with our products;
- the cost of manufacturing our product candidates, which may vary depending on the quantity of production and the terms of our agreements with third-party manufacturers;
- the timing and amount of the milestone or other payments we may receive under our current or future research and collaboration agreements; expenditures that we may incur to acquire, develop or commercialize additional product candidates and technologies;
- the level of demand for any approved products, which may vary significantly;
- future accounting pronouncements or changes in our accounting policies; and
- the timing and success or failure of preclinical studies or clinical trials for our product candidates or competing product candidates, or any other change in the competitive landscape of our industry, including consolidation among our competitors or partners.

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

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

We are dependent on the services of our management and other clinical and scientific personnel, and if we are not able to retain these individuals or recruit additional management or clinical and scientific personnel, our business will suffer.

Our success depends in part on our continued ability to attract, retain and motivate highly qualified management, clinical and scientific 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 preclinical studies and clinical trials or the commercialization of our 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.

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 and scientific and clinical personnel in the future due to the intense competition for qualified personnel among biopharmaceutical, biotechnology and other businesses, particularly in the San Diego area. 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 and execute our business strategy.

We may encounter difficulties in managing our growth and expanding our operations successfully.

We had 253 full-time employees as of February 15, 2024. As we continue development and pursue the potential commercialization of our product candidates, as well as function as a public company, we will need to expand our financial, development, regulatory, manufacturing, 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.

Our future financial performance and our ability to develop and commercialize our product candidates and to compete effectively will depend, in part, on our ability to manage any future growth effectively.

We are subject to various 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 results of operations and financial condition.

Our business operations and current and future arrangements with investigators, healthcare professionals, consultants, third-party payors 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 marketing approval. Such laws include:

- the federal Anti-Kickback Statute prohibits, among other things, individuals or entities from knowingly and willfully offering, paying, soliciting or receiving remuneration, directly or indirectly, overtly or covertly, in cash or in kind to induce or in return for purchasing, leasing, ordering or arranging for or recommending the purchase, lease or order of any item or service reimbursable under Medicare, Medicaid or other federal healthcare programs. A person or entity does not need to have actual knowledge of this statute or specific intent to violate it in order to have committed a violation;
- the federal civil and criminal false claims laws, including the civil False Claims Act, and civil monetary penalties laws prohibit, among other things, any individual or entity from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, knowingly making, using or causing to be made or used a false record or statement material to a false or fraudulent claim to the federal government, or from knowingly making 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, or HIPAA, created additional federal criminal statutes that prohibit, among other things, knowingly and willfully executing a scheme to defraud any healthcare benefit program, including private third-party payors and knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Similar to the U.S. 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 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 specific exceptions, to report annually to the Centers for Medicare & Medicaid Services, or CMS, information related to payments or other transfers of value made during the previous year to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), certain other health care providers including, among others, physician assistants and nurse practitioners, and teaching hospitals, and applicable manufacturers and applicable group purchasing organizations to report annually to CMS ownership and investment interests held during the previous year by physicians as defined under statute and their immediate family members;
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, 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 biotechnology companies to comply with the biotechnology 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; and
- some state laws that require biotechnology companies to report information on the pricing of certain drug products; and some state and local laws 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 laws and regulations will involve ongoing substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. 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, 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 is found to be not in compliance with applicable laws, they may be subject to significant criminal, civil or administrative sanctions, including exclusions from government funded healthcare program.

Recently enacted legislation, future legislation and healthcare reform measures may increase the difficulty and cost for us to commercialize our product candidates and may 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 and proposed 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 any product candidates for which we obtain marketing 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, or the ACA, was enacted in the United States, which substantially changed the way healthcare is financed by both governmental and private insurers, and significantly affected the pharmaceutical industry. ACA provisions of importance to our product candidates 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 enrollment in the 340B program; increased the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program; created a new Medicare Part D coverage gap discount 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 and 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, and 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 force in its current form.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. These changes included aggregate reductions to Medicare payments to providers, which went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2032. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, reduced Medicare payments to several providers, including hospitals, 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 Medicaid drug rebate cap, as of January 1, 2024. The rebate was previously capped at 100% of a drug's average manufacturer price.

Moreover, there has recently been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several 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 programs, and reform government program reimbursement methodologies for pharmaceutical products. Most significantly, on August 16, 2022, the Inflation Reduction Act of 2022, or IRA, was signed into law. Among other things, the IRA requires manufacturers of certain drugs to engage in price negotiations with Medicare (beginning in 2026), with prices that can be negotiated subject to a cap; imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation (first due in 2023); and replaces the Part D coverage gap discount program with a new discounting program (beginning in 2025). The IRA permits the Secretary of the Department of Health and Human Services 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 drug price negotiation program is currently subject to legal challenges. HHS has and will continue to issue guidance regarding the IRA. While the impact of the IRA on the pharmaceutical industry cannot yet be fully determined, it is likely to be significant.

Individual states in the United States have also become increasingly active in implementing regulations designed to control pharmaceutical product pricing, including price or patient 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 which drugs and suppliers will be included in their healthcare programs. Furthermore, there has been increased interest by third party payors and governmental authorities in reference pricing systems and publication of discounts and list prices.

We expect that these new laws and other healthcare reform measures that may be adopted in the future may result in additional reductions in Medicare reimbursement 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 our product candidates, if approved.

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

We face an inherent risk of product liability as a result of the clinical trials of our product candidates and will face an even greater risk if we commercialize our product candidates. For example, we may be sued if our 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 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 patients;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- significant negative financial impact;
- the inability to commercialize our product candidates; 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 our 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 our 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 only protect us from 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, employment benefits liability, business automobile, workers' compensation, malicious invasion of our electronic systems, directors' and officers', employment practices, fiduciary liability, and product liability insurance. We do not know, however, if we will be able to maintain insurance with adequate levels of coverage. Any significant uninsured liability may require us to pay substantial amounts, which would adversely affect our financial position and results of operations.

We and any of our current and 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 and potential future collaborators are successful in commercializing our products, 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 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.

Our business, including ongoing and planned clinical trials and preclinical studies, and financial condition, is subject to risks arising from pandemic and epidemic diseases.

Future pandemics, including the residual effects of the COVID-19 pandemic or other public health epidemics, present substantial public health and economic challenges and may affect, as they have in the past, our employees, clinical trial subjects, physicians and other healthcare providers, communities and business operations, as well as the U.S. and global economies, supply chains and financial markets. Any resurgence of COVID-19 or emergence of variants thereof and any future pandemic or epidemic diseases may cause disruptions that could severely impact our business, preclinical studies, clinical trials and financial condition, including impairing our ability to raise capital when needed.

The extent to which the emergence of new variants of COVID-19, or any other outbreak of a pandemic or epidemic disease, impacts our results will depend on future developments that are highly uncertain and cannot be predicted, including new information that may emerge concerning the severity of the virus and the actions to contain its impact.

Further, to the extent any pandemic or epidemic disease, adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this section.

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 which 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 proceeding, 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 and results of operations.

Our employees and independent contractors, including 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 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 or (iv) laws that require the true, complete and accurate reporting of financial information or data. 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 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 ability to operate our business and our results of operations.

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. For example, we have collaborations with Lilly and BMS pursuant to which we have granted them licenses to our intellectual property in connection with certain targets and issued to them certain of our securities. Additional potential transactions that we may consider in the future include a variety of business arrangements, including spin-offs, strategic partnerships, joint ventures, restructurings, divestitures, business combinations and investments. Any future transactions could 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 of the acquisition. 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, results of operations, financial condition and prospects.

Our ability to use net operating loss carryforwards and other tax attributes may be limited.

We have incurred substantial losses during our history, do not expect to become profitable in the near future and may never achieve profitability. To the extent that we continue to incur losses for tax purposes, or NOLs, such NOLs will carry forward to offset future taxable income, if any, until such unused losses expire (if subject to expiration). At December 31, 2023, we had federal and state NOLs of approximately \$226.9 million and \$355.0 million, respectively.

Under the Tax Cuts and Jobs Act of 2017, or the Tax Act, as modified by the Coronavirus Aid, Relief, and Economic Security Act, or the CARES Act, federal NOLs generated in periods after December 31, 2017, may be carried forward indefinitely but may only be used to offset 80% of our taxable income in years beginning after December 31, 2020. Under the CARES Act, NOLs arising in tax years beginning after December 31, 2017 and before January 1, 2021 may be carried back to each of the five tax years preceding the tax year of such loss. Because we had no taxable income in our tax year ended December 31, 2019, which was our first corporate tax year, we do not anticipate that such provision of the CARES Act will be relevant to us. It is uncertain if and to what extent various states will conform to the Tax Act or the CARES Act.

In addition, our NOLs and other tax attributes are subject to review and possible adjustment by the IRS, and state tax authorities. Under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, our federal NOLs may become subject to an annual limitation in the event of certain cumulative changes in the ownership of our company. An “ownership change” pursuant to Section 382 of the Code 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. Our ability to utilize our NOLs 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 our initial public offering, or IPO, that was completed in June 2020, our subsequent public offerings or any future offerings. Similar rules may apply under state tax laws. We have not yet determined the amount of the cumulative change in our ownership resulting from our IPO or other transactions, or any resulting limitations on our ability to utilize our NOLs and other tax attributes. 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 NOLs and other deferred tax assets due to the uncertainty of the ultimate realization of the future benefits of those assets.

Inflation could adversely affect our business and results of operations .

From 2021 to 2023, the U.S. economy experienced a material level of inflation. The impact of geopolitical developments, such as the conflicts in Ukraine and the Middle East may continue to increase uncertainty in the outlook of near-term and long-term economic activity, including whether inflation will continue and how long, and at what rate. Increases in inflation raise our costs for commodities, labor, materials and services and other costs required to grow and operate our business, and failure to secure these on reasonable terms may adversely impact our financial condition. Additionally, increases in inflation, along with the uncertainties surrounding geopolitical developments and global supply chain disruptions, have caused, and may in the future cause, global economic uncertainty and uncertainty about the interest rate environment, which may make it more difficult, costly or dilutive for us to secure additional financing. A failure to adequately respond to these risks could have a material adverse impact on our financial condition, results of operations or cash flows.

Risks Related to Our Intellectual Property

If we are unable to obtain and maintain patent protection for our therapeutic programs and other proprietary technologies we develop, or if the scope of the patent protection obtained is not sufficiently broad, our competitors could develop and commercialize products and technology similar or identical to ours, and our ability to successfully commercialize our therapeutic programs and other proprietary technologies we may develop may be adversely affected.

Our success depends in large part on our ability to obtain and maintain patent protection in the United States and other countries with respect to our therapeutic programs and other proprietary technologies we may develop. We seek to protect our proprietary position, in part, by filing patent applications in the United States and abroad relating to our therapeutic programs and other proprietary technologies we may develop. If we are unable to obtain or maintain patent protection with respect to our therapeutic programs and other proprietary technologies we may develop, 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 countries may diminish our ability to protect our inventions, obtain, maintain and enforce 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 are currently pursuing will issue as patents in any particular jurisdiction or whether the claims of any issued patents will provide sufficient protection against competitors or other third parties.

The patent prosecution process is expensive, time-consuming, and complex, and we may not be able to file, prosecute, maintain, enforce, or license all necessary or desirable patent applications at a reasonable cost or in a timely manner. 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, corporate collaborators, outside scientific 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. 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 over 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 our licensors were the first to make the inventions claimed in any of our owned or licensed patents or pending patent applications, or that we or our licensors were the first to file for patent protection of such inventions. The patent position of biotechnology and pharmaceutical 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 patent applications may not result in patents being issued which protect our therapeutic programs and other proprietary technologies we may develop or which effectively prevent others from commercializing competitive technologies and products.

Moreover, the claim coverage in a patent application can be significantly reduced before the patent is granted. Even if our 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 patent applications may be challenged, narrowed, circumvented or invalidated by third parties. Consequently, we do not know whether our therapeutic programs 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. In addition, given the amount of time required for the development, testing and regulatory review of our therapeutic programs and eventual product candidates, patents protecting the 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.

The issuance of a patent is not conclusive as to its inventorship, scope, validity, or enforceability and our patents may be challenged in the courts or patent offices in the United States and abroad. We may be subject to a third-party pre-issuance submission of prior art to the United States Patent and Trademark Office, or the USPTO, or become involved in opposition, derivation, revocation, reexamination, post-grant and inter partes review, or other similar proceedings 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, allow third parties to commercialize our therapeutic programs and other proprietary technologies we may develop and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third-party patent rights. Such proceedings also may result in substantial cost and require significant time from our scientists and management, even if the eventual outcome is favorable to us.

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

Filing, prosecuting and defending patents on our therapeutic programs and other proprietary technologies we may develop in all countries throughout the world would be prohibitively expensive, and the laws of foreign countries may not protect our rights to the same extent as the laws of the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, 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 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 biotechnology 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 higher 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 U.S. and other jurisdictions.

Proceedings to enforce our intellectual property and proprietary rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly, could put our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. 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. 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 Europe, beginning June 1, 2023, European applications and patents may be subject to the jurisdiction of the Unified Patent Court, or UPC, unless they explicitly opt out. Also, European applications will have the option, upon grant of a patent, of becoming a Unitary Patent, which will be subject to the jurisdiction of the UPC. This will present a significant change in European patent practice. As the UPC is a new entity, there is no applicable precedent on which we may rely, increasing the uncertainty of any outcome from the UPC. As a single entity can now invalidate a European patent, we may opt out of the UPC in certain cases, in which case each of our European patents would need to be challenged on a country-by-country basis.

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.

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 owned or licensed patents and applications. In certain circumstances, we rely on our licensing partners to pay these fees due to U.S. and non-U.S. patent agencies. 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. We are also dependent on our licensors to take the necessary action to comply with these requirements with respect to our licensed intellectual property. 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.

Changes in U.S. patent law 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 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, or 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 could therefore be awarded a patent

covering an invention of ours even if we had made the invention before it was made by such third party. This will require us to be cognizant going forward 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 were the first to either (i) file any patent application related to our therapeutic programs and other proprietary technologies we may develop or (ii) invent any of the inventions claimed in our patent applications.

The America Invents Act also includes a number of significant changes that affect the way patent applications will be prosecuted and also may affect patent litigation. These include allowing third party 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 United States 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 that would not have been invalidated if first challenged by the third party as a defendant in a district court action. Therefore, the America Invents Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of patents issuing from those patent applications, all of which could have a material adverse effect on our business, financial condition, results of operations and prospects.

In addition, the patent positions of companies in the development and commercialization of biologics and pharmaceuticals are particularly uncertain. The U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. It is unpredictable how decisions by the U.S. federal 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. In addition, the U.S. Court of Appeals for the Federal Circuit recently issued a decision involving the interaction of a patent term adjustment, terminal disclaimers, and obvious-type double patenting. This combination of events has created uncertainty with respect to the validity and enforceability of patents, once obtained. Depending on future actions by the U.S. Congress, the U.S. 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.

Issued patents covering our therapeutic programs and other proprietary technologies we may develop could be found invalid or unenforceable if challenged in court or before administrative bodies in the United States or abroad.

If we initiated legal proceedings against a third party to enforce a patent covering our therapeutic programs and other proprietary technologies we may develop, 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 be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness or non-enablement. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO, or made a misleading statement, during prosecution. Third parties may 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, derivation proceedings, and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings). Such proceedings could result in the revocation of, cancellation of or amendment to our patents in such a way that they no longer cover our therapeutic programs and other proprietary technologies we may develop. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, of which we or our licensing partners 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 on our therapeutic programs and other proprietary technologies we may develop. Such a loss of patent protection would have a material adverse impact on our business, financial condition, results of operations and prospects.

If we do not obtain patent term extension for our product candidate, our business may be materially harmed.

Depending upon the timing, duration and specifics of any FDA marketing approval of any product candidate we may develop, one or more of patents issuing from our U.S. patent applications may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent term extension, or PTE, of up to five years as compensation for patent term lost during the FDA regulatory review process. A PTE 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, or SPC.

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

We may be subject to claims that former employees, collaborators or other third parties have an interest in our patent rights, trade secrets, or other intellectual property as an inventor or co-inventor. For example, we may have inventorship disputes arise from conflicting obligations of consultants or others who are involved in developing our therapeutic programs and other proprietary technologies we may develop. Litigation may be necessary to defend against these and other claims challenging inventorship 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 exclusive ownership of, or right to use, intellectual property that is important to our therapeutic programs 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 our therapeutic programs and other proprietary technologies we may develop, we also rely on trade secrets and confidentiality agreements to protect our unpatented know-how, technology, and other proprietary information and to maintain our competitive position. With respect to our AOC platform and development programs, we consider trade secrets and know-how to be one of our important sources of intellectual property, including our extensive knowledge of the modulation of RNA processes using oligonucleotides and siRNA, oligonucleotide drug delivery techniques and antibody conjugation. Trade secrets and know-how can be difficult to protect. In particular, the trade secrets and know-how in connection with our AOC platform, development programs and other proprietary technology we may develop may over time be disseminated within the industry through independent development, the publication of journal articles describing the methodology and the movement of personnel with scientific positions in academic and industry.

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, corporate collaborators, outside scientific collaborators, CROs, contract manufacturers, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants. We cannot guarantee that we have entered into such 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. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor or other third party, our competitive position would be materially and adversely harmed.

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 our product candidate. 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 our therapeutic programs 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.

We may not be successful in obtaining necessary rights to any product candidate we may develop through acquisitions and in-licenses.

We currently solely own intellectual property rights covering our therapeutic programs. Other pharmaceutical companies and academic institutions may also have filed or are planning to file patent applications potentially relevant to our business. In order to avoid infringing these third-party patents, we may find it necessary or prudent to obtain licenses to such patents from such third-party intellectual property holders. However, we may be unable to secure such licenses or otherwise acquire or in-license any compositions, methods of use, processes or other intellectual property rights from third parties that we identify as necessary for our therapeutic programs and other proprietary technologies we may develop.

The licensing or acquisition of third-party intellectual property rights is a competitive area, and several more established companies may pursue strategies to license or acquire third party intellectual property rights that we may consider attractive or necessary. These established companies may have a competitive advantage over us due to their size, capital resources and 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. We also may be unable to license or acquire third party intellectual property rights on terms that would allow us to make an appropriate return on our investment or at all. If we are unable to successfully obtain rights to required third party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of the relevant program or product candidate, which 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.

Third-party claims of intellectual property infringement, misappropriation or other violations against us or our collaborators may prevent or delay the development and commercialization of our therapeutic programs and other proprietary technologies we may develop.

Our commercial success depends in part on our 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. As discussed above, recently, due to changes in U.S. law referred to as patent reform, new procedures including inter partes review and post-grant review have also been implemented. As stated above, this reform adds uncertainty to the possibility of challenge to our patents in the future.

Numerous U.S. and foreign issued patents and pending patent applications owned by third parties exist in the fields in which we are commercializing or 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, 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 assure you that our therapeutic programs and other proprietary technologies we may develop will not infringe existing or future patents owned by third parties. We may not be aware of patents that have already been issued and that a third party, for example, 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 our planned products. As such, we monitor third-party patents in the relevant pharmaceutical markets. 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. Generative artificial intelligence (AI) resources that are publicly available also present a risk that a company may inadvertently obtain, incorporate or use a third party's intellectual property.

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 of competent jurisdiction could hold that such patents are valid, enforceable and infringed by us. In this case, the holders of such patents may be able to block our ability to commercialize the infringing products or technologies unless we obtain a license under the applicable patents, or until such patents expire or are finally determined to be held invalid or unenforceable. Such a license 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, 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.

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 have 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. In that event, we would be unable to further develop and commercialize our product candidate or technologies, which could harm our business significantly. Further, we cannot predict whether any required license would be available at all or whether it would be available on commercially reasonable terms. In the event that we could not obtain a license, we may be unable to further develop our product candidate and commercialize our product, if approved, which could harm our business significantly. 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. Ultimately, we could be prevented from commercializing a product, or be forced to cease some aspect of our business operations, if, as a result of actual or threatened patent infringement claims, we are unable to enter into licenses on acceptable terms.

Engaging in litigation defending against third parties alleging infringement of patent and other intellectual property rights is very expensive, particularly for a company of our size, and time-consuming. 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. Patent litigation and other proceedings may also absorb significant management time. Uncertainties resulting from the initiation and continuation of patent litigation or

other proceedings could impair our ability to compete in the marketplace. The occurrence of any of the foregoing could have a material adverse effect on our business, financial condition or results of operations.

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. If we do not prevail in the patent proceedings the third parties may assert a claim of patent infringement directed at our 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 owned by us is invalid or unenforceable or may refuse to stop the other party from using the invention at issue on the grounds that the patent does not cover the technology in question. In addition, our patent rights may become involved in inventorship, priority 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 or interpreted narrowly. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation.

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, circumvented or declared generic or determined to be infringing on other marks. 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 those rejections, we may be unable to overcome such rejections. 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 have proposed to use with our product candidate 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 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 protect 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 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 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 our product candidate or utilize similar technology that are not covered by the claims of the patents that we license or may own;
- we might not have been the first to make the inventions covered by our current or future patent applications;
- we might not have been the first to file patent applications covering our 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 current or future patent applications will not lead to issued patents;
- any patent issuing from our current or future patent applications may be held invalid or unenforceable, including as a result of legal challenges by our competitors or other third parties;
- our competitors or other third parties might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable;
- the patents of others may harm our business; and
- we may choose not to file 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.

Intellectual property discovered through government funded programs may be subject to federal regulations such as “march-in” rights, certain reporting requirements and a preference for United States-based companies. Compliance with such regulations may limit our exclusive rights and limit our ability to contract with non-United States manufacturers.

Although we do not currently own issued patents or pending patent applications that have been generated through the use of United States government funding, our licensed patents and patent applications from Fred Hutchinson Cancer Center have been generated through the use of United States government funding or grants. Pursuant to the Bayh-Dole Act of 1980, the United States government has certain rights in inventions developed with government funding. On December 8, 2023, the National Institute of Standards and Technology (NIST) released the Draft Interagency Guidance Framework for Considering the Exercise of March-In Rights (Guidance) to the public for comment. The Guidance represents the first federal framework specifying that price can be a factor in considering whether the government may exercise its march-in authority pursuant to 35 U.S.C. 200 et seq. (Bayh-Dole). These United States government march-in rights include a non-exclusive, non-transferable, irrevocable worldwide license to use inventions for any governmental purpose. In addition, the

United States government has the right, under certain limited circumstances, to require us to grant exclusive, partially exclusive, or non-exclusive licenses to any of these inventions to a third party if it determines that: (1) adequate steps have not been taken to commercialize the invention; (2) government action is necessary to meet public health or safety needs; or (3) government action is necessary to meet requirements for public use under federal regulations, also referred to as march-in rights. If the United States government exercised its march-in rights in our future intellectual property rights that are generated through the use of United States government funding or grants, we could be forced to license or sublicense intellectual property developed by us or that we license on terms unfavorable to us, and there can be no assurance that we would receive compensation from the United States government for the exercise of such rights. The United States government also has the right to take title to these inventions if the grant recipient fails to disclose the invention to the government or fails to file an application to register the intellectual property within specified time limits. Intellectual property generated under a government funded program is also subject to certain reporting requirements, compliance with which may require us to expend substantial resources. In addition, the United States government requires that any products embodying any of these inventions or produced through the use of any of these inventions be manufactured substantially in the United States. This preference for United States industry may be waived by the federal agency that provided the funding if the owner or assignee of the intellectual property can show that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible. This preference for United States industry may limit our ability to contract with non-United States product manufacturers for products covered by such intellectual property.

We partially depend on intellectual property licensed from third parties, and our licensors may not always act in our best interest. If we fail to comply with our obligations under our intellectual property licenses, if the licenses are terminated or if disputes regarding these licenses arise, we could lose significant rights that are important to our business.

We are dependent, in part, on patents, know-how and proprietary technology licensed from others. Our licenses to such patents, know-how and proprietary technology may not provide exclusive rights in all relevant fields of use and in all territories in which we may wish to develop or commercialize our products in the future. The agreements under which we license patents, know-how and proprietary technology from others are complex, and certain provisions in such agreements may be susceptible to multiple interpretations.

For example, we are a party to an exclusive worldwide license with the University of Alberta, pursuant to which we have the option to in-license key patent applications for our Exon 51 skipping AOC for DMD and future product candidates. If we fail to comply with obligations under any license agreements, our licensors may have the right to terminate our license, in which event we would not be able to develop or market technology or product candidates covered by the intellectual property licensed under these agreements. In addition, we may need to obtain additional licenses from our existing licensors and others to advance our research or allow commercialization of product candidates we may develop. It is possible that we may be unable to obtain any additional licenses at a reasonable cost or on reasonable terms, if at all. In either event, we may be required to expend significant time and resources to redesign our technology, product candidates, or the methods for manufacturing them or to develop or license replacement technology, all of which may not be feasible on a technical or commercial basis. If we are unable to do so, we may be unable to develop or commercialize the affected technology or product candidates.

If we or our licensors fail to adequately protect our licensed intellectual property, our ability to commercialize product candidates could suffer. We do not have complete control over the maintenance, prosecution and litigation of our in-licensed patents and patent applications and may have limited control over future intellectual property that may be in-licensed. For example, we cannot be certain that activities such as the maintenance and prosecution by our licensors have been or will be conducted in compliance with applicable laws and regulations or will result in valid and enforceable patents and other intellectual property rights. It is possible that our licensors' infringement proceedings or defense activities may be less vigorous than had we conducted them ourselves or may not be conducted in accordance with our best interests.

In addition, the resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant patents, know-how and proprietary technology, or increase what we believe to be our financial or other obligations under the relevant agreement. Disputes that

may arise between us and our licensors regarding intellectual property subject to a license agreement could include disputes regarding:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- whether and the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- our right to sublicense patent and other rights to third parties under collaborative development relationships;
- our diligence obligations with respect to the use of the licensed technology in relation to our development and commercialization of our product candidates and what activities satisfy those diligence obligations; and
- the ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and us.

If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the affected technology or product candidates. As a result, any termination of or disputes over our intellectual property licenses could result in the loss of our ability to develop and commercialize our AOC platform, or AOC products, or we could lose other significant rights, any of which could have a material adverse effect on our business, financial condition, results of operations and prospects.

For example, our agreements with certain of our third-party research partners provide that improvements developed in the course of our relationship may be owned solely by either us or our third-party research partner, or jointly between us and the third party. If we determine that rights to such improvements owned solely by a research partner or other third party with whom we collaborate are necessary to commercialize our product candidates or maintain our competitive advantage, we may need to obtain a license from such third party in order to use the improvements and continue developing, manufacturing or marketing our product candidates. We may not be able to obtain such a license on an exclusive basis, on commercially reasonable terms, or at all, which could prevent us from commercializing our product candidates or allow our competitors or others the chance to access technology that is important to our business. We also may need the cooperation of any co-owners of our intellectual property in order to enforce such intellectual property against third parties, and such cooperation may not be provided to us.

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 proprietary rights. For example, our product candidates may require specific formulations to work effectively and efficiently, we may develop product candidates containing our compounds and pre-existing pharmaceutical compounds, or we may be required by the FDA or comparable foreign regulatory authorities to provide a companion diagnostic test or tests with our product candidates, any of which could require us to obtain rights to use intellectual property held by third parties. In addition, with respect to any patents 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 on 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 sometimes collaborate with academic institutions to accelerate our preclinical research or 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.

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 our product candidates. More established companies may have a competitive advantage over us due to their size, cash resources and 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 the additional 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.

We, our collaborators and our service providers may be subject to a variety of data privacy and security laws and contractual obligations, which could increase compliance costs and our actual or alleged failure to comply with them could subject us to potentially significant fines or penalties, regulatory investigations, negative publicity, liability or otherwise harm our business, results of operations and financial condition.

We maintain a large quantity of sensitive information, including confidential business and patient health information in connection with our preclinical studies, 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 may be affected by or subject to new, amended or existing 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, which adds to the complexity of processing personal information. Guidance on implementation standards and compliance practices are often updated or otherwise revised and we cannot yet determine the impact of future laws, regulations, standards, or the perception of their requirements may have on our business.

In the United States, there are numerous federal and state data privacy and security laws and regulations governing the collection, use, disclosure and protection of personal information, including federal and state health information privacy laws, security breach notification laws and consumer protection laws. Each of these laws is subject to varying interpretations and constantly evolving. By way of example, the regulations promulgated under HIPAA and the Health Information Technology for Economic and Clinical Health Act impose privacy and security requirements and breach reporting obligations with respect to individually identifiable health information upon “covered entities” (health plans, health care clearinghouses and certain health care providers), and their respective business associates, individuals or entities that create, receive, maintain or transmit protected health information in connection with providing a service for or on behalf of a covered entity. The HIPAA breach notification rule mandates the reporting of certain breaches of unsecured, protected health information to the U.S. Department of Health and Human Services, or HHS, affected individuals and if the breach is large enough, the media. Entities that are found to be in violation of HIPAA as the result of a breach of unsecured protected health information, a complaint about privacy practices or an audit by HHS, may be subject to significant civil, criminal and administrative fines and penalties and/or additional reporting and oversight obligations if required to enter into a resolution agreement and corrective action plan with HHS to settle allegations of HIPAA non-compliance. Even when HIPAA does not apply, according to the FTC failing to take appropriate steps to keep consumers’ personal information secure may constitute unfair acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act. The FTC expects a company’s data security measures to be reasonable and appropriate in light of the sensitivity and volume of consumer information it holds, the size and complexity of its business and the cost of available tools to improve security and reduce vulnerabilities. Individually identifiable health information is considered sensitive data that merits stronger safeguards.

In addition, certain state laws govern the privacy and security of health-related and other personal information in certain circumstances, some of which are more stringent than HIPAA and many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts. By way of example, the CCPA, which went into effect on January 1, 2020, gives California residents expanded rights to access and delete their personal information, opt out of certain personal information sharing, and receive detailed information about 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 is expected to increase data breach litigation. The CCPA may increase our compliance costs and potential liability, and adversely affect our business. Further, the CPRA, which went into effect on January 1, 2023, significantly expands the rights granted to consumers under the CCPA and 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 created 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.

In Europe, the GDPR took effect in May 2018. The GDPR governs the collection, use, disclosure, transfer or other processing of personal data of individuals within the EEA or in the context of our activities within the EEA. In addition, some of the personal data we process in respect of clinical trial participants is special category or sensitive personal data under the GDPR, and subject to additional compliance obligations and to local law derogations. Among other things, the GDPR imposes requirements regarding the security of personal data and notification of data processing obligations to the competent national data processing authorities, changes the lawful bases on which personal data can be processed, expands the definition of personal data and requires changes to informed consent practices, as well as detailed notices for clinical trial subjects and investigators. In addition, the GDPR regulates the transfer of personal data subject to the GDPR to the United States and other jurisdictions that the European Commission does not recognize as having "adequate" data protection laws, and the efficacy and longevity of current transfer mechanisms between the EEA and the United States remains uncertain. Case law from the Court of Justice of the European Union, or CJEU, states that reliance on the standard contractual clauses - a standard form of contract approved by the European Commission as an adequate personal data transfer mechanism - alone may not necessarily be sufficient in all circumstances and that transfers must be assessed on a case-by-case basis. On October 7, 2022, President Biden signed an Executive Order on 'Enhancing Safeguards for United States Intelligence Activities' which introduced new redress mechanisms and binding safeguards to address the concerns raised by the CJEU in relation to data transfers from the EEA to the United States and which formed the basis of the new EU-US Data Privacy Framework, or DPF, as released on December 13, 2022. The European Commission adopted its Adequacy Decision in relation to the DPF on July 10, 2023, rendering the DPF effective as a GDPR transfer mechanism to United States entities self-certified under the DPF. The DPF also introduced a new redress mechanism for EU citizens which addresses a key concern in the previous CJEU judgments and may mean transfers under standard contractual clauses are less likely to be challenged in the future. We currently rely on a Data Processing Agreement, the EU standard contractual clauses, and the UK Addendum to the EU standard contractual clauses, as applicable, to transfer personal data outside the EEA and the UK, including to the United States, with respect to both intragroup and third party transfers.

The GDPR imposes substantial fines for breaches and violations (up to the greater of €20 million or 4% of our consolidated annual worldwide gross revenue). In addition to fines, a breach of the GDPR may result in regulatory investigations, reputational damage, orders to cease or change our data processing activities, enforcement notices, assessment notices (for a compulsory audit) and/or civil claims, including class actions. For example, in 2016, the EU and United States agreed to a transfer framework for data transferred from the EU to the United States, called the Privacy Shield, but the Privacy Shield was invalidated in July 2020 by the Court of Justice of the European Union. The GDPR also confers a private right of action on data subjects and consumer associations to lodge complaints with supervisory authorities, seek judicial remedies and obtain compensation for damages resulting from violations of the GDPR. Further, from January 1, 2021, companies must also comply with the United Kingdom GDPR and the amended UK Data Protection Act 2018, or, together, the UK GDPR. The UK GDPR retains the GDPR in UK national law. The UK GDPR mirrors the fines under the GDPR, for instance, fines up to the greater of €20 million (£17.5 million) or 4% of global turnover. On October 12, 2023, the UK Extension to the DPF came into effect (as approved by the UK Government), as a UK GDPR data transfer mechanism to United States entities self-certified under the UK Extension to the DPF. The relationship between the United Kingdom and the European Union in relation to certain aspects of data protection law remains unclear, and it is unclear how United Kingdom data protection laws and regulations will develop in the medium to longer term, and how data transfers to and from the United Kingdom will be regulated in the long term. On June 28, 2021, the EU Commission published its adequacy decision to designate the United Kingdom as adequate. This adequacy decision is expected to last until June 27, 2025, although the

Commission will begin an assessment in late 2024 to decide whether to extend the adequacy decision for a further period up to a maximum of another four years. If the Commission does not extend the decision, the UK's adequacy decision will expire on June 27, 2025.

We expect the existing legal complexity and uncertainty regarding international personal data transfers to continue. In particular, we expect the DPF Adequacy Decision to be challenged and international transfers to the United States and to other jurisdictions more generally to continue to be subject to enhanced scrutiny by regulators. These changes may lead to additional costs and increase our overall risk exposure and as a result, we may have to make certain operational changes. Compliance with these and any other applicable data privacy and security laws and regulations is a rigorous and time-intensive process, and we may be required to put in place additional mechanisms ensuring compliance with the new data protection rules within required time frames. If we fail to comply with any such laws or regulations, we may face significant fines and penalties that could adversely affect our business, financial condition and results of operations.

Our use of open source software could impose limitations on our ability to commercialize our product candidates.

Our use of open source software could impose limitations on our ability to commercialize our product candidates. As a result, as we seek to use our platform in connection with commercially available products, we may be required to license that software under different license terms, which may not be possible on commercially reasonable terms, if at all. If we are unable to license software components on terms that permit its use for commercial purposes, we may be required to replace those software components, which could result in delays, additional cost and additional regulatory approvals.

Use and distribution of open source software may entail greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or other contractual protections regarding infringement claims or the quality of the software code. Some open source licenses contain requirements that we make available source code for modifications or derivative works we create based upon the type of open source software we use. If we combine our proprietary software with open source software in a certain manner, we could, under certain of the open source licenses, be required to release the source code of our proprietary software to the public. This could allow our competitors to create similar products with lower development effort and time, and ultimately could result in a loss of product sales for us. Although we monitor our use of open source software, the terms of many open source licenses have not been interpreted by U.S. courts, and there is a risk that those licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our product candidates. We could be required to seek licenses from third parties in order to continue offering our product candidates, to re-engineer our product candidates or to discontinue the sale of our product candidates in the event re-engineering cannot be accomplished on a timely basis, any of which could materially and adversely affect our business, financial condition, results of operations and prospects.

Should any of these events occur, they could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Risks Related to Our Common Stock

The trading price of the shares of our common stock has been, and is likely to continue to be, highly volatile, and purchasers of our common stock could incur substantial losses.

Our stock price has been, and is likely to continue to be, highly 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 price at which they paid. 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 resolve the partial clinical hold related to AOC 1001 and to enroll subjects in our ongoing and future clinical trials;

- regulatory approval of our product candidates, or limitations to specific label indications or patient populations for its use, or changes or delays in the regulatory review process;
- regulatory 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 additional 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 those of companies that are perceived to be similar to us;
- 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 insiders and stockholders;
- general economic, industry and market conditions, other events or factors, many of which are beyond our control;
- additions or departures of key personnel; and
- intellectual property, product liability or other litigation against us.

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 and divert our management's attention and resources, which could have a material adverse effect on our business, financial condition and results of operations.

An active, liquid and orderly market for our common stock may not be maintained.

We can provide no assurance that we will be able to maintain an active trading market for our common stock. 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.

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.

At December 31, 2023, our executive officers, directors and greater than 5% stockholders, in the aggregate, owned approximately 57% of our outstanding common stock. As a result, such persons, acting together, 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, and, consequently, your ability to achieve a return on your investment will depend on appreciation, if any, in the price 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, the terms of 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.

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

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could 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 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, the chair of our board of directors, our chief executive officer or our president (in the absence of a chief executive officer), 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 and other procedural requirements 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 amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation provides 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. Furthermore, our amended and restated certificate of incorporation also provides 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. 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.

General Risk Factors

We have identified a material weakness in our internal control over financial reporting. If we experience additional material weaknesses or other deficiencies in the future or otherwise fail to maintain proper and effective internal controls, 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 is required to report upon the effectiveness of our internal control over financial reporting and our independent registered public accounting firm is also 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. In January 2022, we implemented a new enterprise resource planning/accounting system. Any disruptions relating to our systems or any problems with the implementation, particularly any disruptions impacting our operations or our ability to accurately report our financial performance on a timely basis could materially and adversely affect our business and operations. If we or 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.

In connection with our year-end assessment of internal control over financial reporting, we determined that, as of December 31, 2023, we did not maintain effective internal control over financial reporting because of a material weakness related to the design of internal controls with respect to segregation of duties over certain information technology general controls, or ITGCs. These ITGCs were not operating effectively to (i) restrict access to certain data and the ability to make changes thereto, and (ii) monitor changes to such data. While the control deficiency identified did not result in any misstatements, a reasonable possibility exists that a material misstatement to the annual or interim financial statements and disclosures would not have been prevented or detected on a timely basis. In response to the identified material weakness above, we have changed the relevant access to address the known segregation of duties issues and will update our access review controls to include additional procedures; however, we cannot be certain that a material weakness identical to, or distinct

from, this material weakness will not occur in the future. For further discussion of the material weakness identified and our completed remedial efforts, see Item 9A, Controls and Procedures.

We cannot assure you that there will not be additional 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 in our internal control over financial reporting, 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 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 current or potential future collaborators will use biological materials, potent chemical agents and may use 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, we cannot 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, 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 the use of hazardous materials or other 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 our 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.

Our information technology systems, or those of any of our CROs, manufacturers, other contractors or consultants or current or potential future collaborators, may fail or suffer security breaches, which could result in a material disruption of our product development programs.

The United States federal and various state and foreign governments have adopted or proposed laws, regulations and requirements regarding the collection, distribution, use, security, and storage of personally identifiable information and other data relating to individuals, and federal and state consumer protection laws are being applied to enforce regulations related to the collection, use, and dissemination of such data. In the ordinary course of business, we collect, store, transmit and otherwise process large amounts of data including, without limitation, proprietary business information and the personal information of our employees and contractors. Despite the implementation of security measures, our internal technology systems (including infrastructure) and those of our current and any future CROs and other contractors, consultants and collaborators are vulnerable to attack, damage and interruption from computer viruses and malware (e.g. ransomware), malicious code, cybersecurity threats (such as denial or degradation-of-service attacks, cyber-attacks or cyber-intrusions over the Internet, hacking, phishing and other social engineering attacks), unauthorized access or use, natural disasters, terrorism, war and telecommunication and electrical failures,

employee theft or misuse, human error, fraud, and sophisticated nation-state and nation-state-supported actors. 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. As a result of the post-pandemic continued hybrid working environment, we may also face increased cybersecurity risks due to our reliance on internet technology and the number of our employees who continue to work remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities. 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 breaches 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 significant system failure, accident or security breach to date, if such an event were to occur and cause interruptions in our operations or result in the unauthorized disclosure of or access to proprietary or sensitive personally identifiable information, it could result in a material disruption of our development programs and our business operations, whether due to a loss, corruption or unauthorized disclosure of our trade secrets or other similar disruptions. Some of the federal, state and foreign laws, regulations and requirements include obligations of companies to notify individuals of security breaches involving particular personally identifiable information, which could result from breaches experienced by us or by our vendors, contractors, or organizations with which we have formed strategic relationships.

Any security breach or other incident, whether real or perceived, could impact our reputation, 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 third parties to manufacture our product candidates, and similar events relating to their computer systems could also have a material adverse effect on our business. To the extent that any real or perceived disruption or security breach 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 data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability, the further development and commercialization of our 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. Further, our insurance coverage may not be sufficient to cover the financial, legal, business or reputational losses that may result from an interruption or breach of our systems. For further discussion on the potential liability related to the violation of these laws, see "Risk Factors—We, our collaborators and our service providers may be subject to a variety of data privacy and security laws and contractual obligations, which could increase compliance costs and our actual or alleged failure to comply with them could subject us to potentially significant fines or penalties, regulatory investigation, negative publicity, liability or and otherwise harm our business, results of operations and financial condition."

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

Our operations could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, medical epidemics and other natural or manmade disasters or business interruptions, for which we are predominantly self-insured.

We rely on third-party manufacturers to produce our product candidates. Our ability to obtain clinical supplies of our product candidates could be disrupted if the operations of these suppliers were affected by a man-made or natural disaster or other business interruption. In addition, our corporate headquarters is located in San Diego, 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.

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. Compliance with these legal standards could impair our ability to compete in domestic and international markets. 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 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 once 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. 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 as a result of military conflicts in other countries 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.

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.

The global credit and financial markets have from time to time experienced extreme volatility and disruptions, including severely diminished liquidity and credit availability, rising interest and inflation rates, 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 inflation, military conflict, including the conflicts in Ukraine and the Middle East, terrorism or other geopolitical events. Sanctions imposed by the United States and other countries in response to such conflicts, including on Russia and its allies, 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 Federal Deposit Insurance Corporation, or 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 further deterioration in credit and financial markets and confidence in economic conditions will not occur. Our general business strategy may be adversely affected by any such economic downturn, volatile business environment or continued unpredictable and unstable market conditions. If the current equity and credit markets deteriorate, it may make any necessary debt or equity financing more difficult, more costly 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 or abandon clinical development plans. In addition, there is a risk that one or more of our current service providers, manufacturers and other partners may not

survive an economic downturn, which could directly affect our ability to attain our operating goals on schedule and on budget.

Changes in tax laws may impact our future financial position and results of operations.

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. For example, the United States government may enact significant changes to the taxation of business entities including, among others, a permanent increase in the corporate income tax rate, an increase in the tax rate applicable to the global intangible low-taxed income and elimination of certain exemptions, and the imposition of minimum taxes or surtaxes on certain types of income. No specific United States tax legislation has been proposed at this time and the likelihood of these changes being enacted or implemented is unclear. We are currently unable to predict whether such changes will occur and, if so, the ultimate impact on our business. To the extent that such changes have a negative impact on us, our customers or our suppliers, including as a result of related uncertainty, these changes may materially and adversely impact our business, financial condition, results of operations and cash flows.

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

As a public company, we incur significant legal, accounting and other expenses that we did not incur as a private company. We are subject to the reporting requirements of the Exchange Act, which 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 changes in 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 and “pay versus performance” disclosure requirements to which we are subject. 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.

The rules and regulations applicable to public companies have increased and may continue to increase our legal and financial compliance costs and have made some activities more time consuming and costly. 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 and results of operations. The increased costs will decrease our net income or increase our net loss and may require us to reduce costs in other areas of our business. For example, in recent periods obtaining director and officer liability insurance has become more expensive, and we may be required to continue 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 respond to 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 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 depends in part on the research and reports that securities or industry analysts publish about us, our business, our market or our competitors. If these analysts cease coverage of our company, the trading price for our stock would be negatively impacted. If one or more of the analysts who covers us downgrades our stock, 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.

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, it could result in substantial costs and a diversion of our management's attention and resources, which could harm our business.

ITEM 1B. Unresolved Staff Comments

None.

ITEM 1C. Cybersecurity

We have developed and implemented a cybersecurity risk management program intended to protect the confidentiality, integrity, and availability of our critical systems and information. Our cybersecurity risk management program includes a cybersecurity incident response plan.

Our cybersecurity risk management program is integrated into our overall enterprise risk management program, and shares common methodologies, reporting channels and governance processes that apply across the enterprise risk management program to other legal, compliance, strategic, operational and financial risk areas. Our cybersecurity risk management program includes:

- annual external and internal penetration tests to help identify material cybersecurity risks to our critical systems, information and our broader enterprise IT environment;
- a security team that includes internal IT and data privacy personnel and external managed services partners, principally responsible for managing (i) our cybersecurity risk assessment processes, (ii) our security controls and (iii) our response to cybersecurity incidents;
- use of external service providers, where appropriate, to assess, test or otherwise assist with aspects of our security controls, including:
 - annual external and internal penetration tests;
 - 24-hour monitoring of our networks and cloud resources to help detect, respond to and recover from cyber-attacks;
 - IT managed services that includes help desk support and managed infrastructure (networks and servers support); and
 - a ransomware defense plan.
- cybersecurity awareness training for our employees, incident response personnel and senior management;
- a cybersecurity incident response plan that includes procedures for responding to cybersecurity incidents; and
- third-party risk management and reporting process for service providers, suppliers and vendors.

We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations or financial condition. In the event we experience a cybersecurity incident we consider to be material, we will disclose such incident consistent with the requirements of Item 1.05 of Form 8-K.

Cybersecurity Governance

Our board of directors considers cybersecurity risk as part of its risk oversight function and has delegated to the audit committee of the board of directors, or the audit committee, oversight of cybersecurity and other information technology risks. The audit committee oversees management's implementation of our cybersecurity risk management program.

The audit committee receives periodic reports from management on our cybersecurity risks. In addition, management alerts the audit committee of any material cybersecurity incidents. The audit committee reports to the full board of directors regarding its activities, including those related to cybersecurity. Board members receive presentations on cybersecurity topics from management and have available to them external resources

related to cybersecurity as part of the board of directors' continuing education on topics that impact companies similar to ours.

Our cybersecurity function is overseen by Michael MacLean, Chief Financial and Chief Business Officer, who leads a team that is responsible for assessing and managing our material risks from cybersecurity threats. The team has primary responsibility for our overall cybersecurity risk management program and supervises both our internal cybersecurity personnel and our retained external cybersecurity consultants.

Our management team supervises efforts to prevent, detect, mitigate and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by us; and alerts and reports produced by security tools deployed in the IT environment.

ITEM 2. Properties

We currently lease approximately 54,597 square feet of office and laboratory space in San Diego, California, under a lease that expires in 2026, with the option to extend the term of the lease for an additional five years. We believe that our facilities are adequate to meet our current needs and that suitable additional alternative spaces will be available in the future on commercially reasonable terms, if required.

ITEM 3. Legal Proceedings

We are not currently subject to any material legal proceedings. From time to time, we may be involved in legal proceedings or subject to claims incident to the ordinary course of business. Regardless of the outcome, such proceedings or claims can have an adverse impact on us because of defense and settlement costs, diversion of resources and other factors, and there can be no assurances that favorable outcomes will be obtained.

ITEM 4. Mine Safety Disclosures

Not applicable.

PART II

ITEM 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock is listed on the Nasdaq Global Market under the symbol “RNA.”

Holders of Common Stock

As of February 15, 2024, there were approximately 31 holders of record of our common stock. This number was derived from our shareholder records and does not include beneficial owners of our common stock whose shares are held in the name of various dealers, clearing agencies, banks, brokers and other fiduciaries.

Dividend Policy

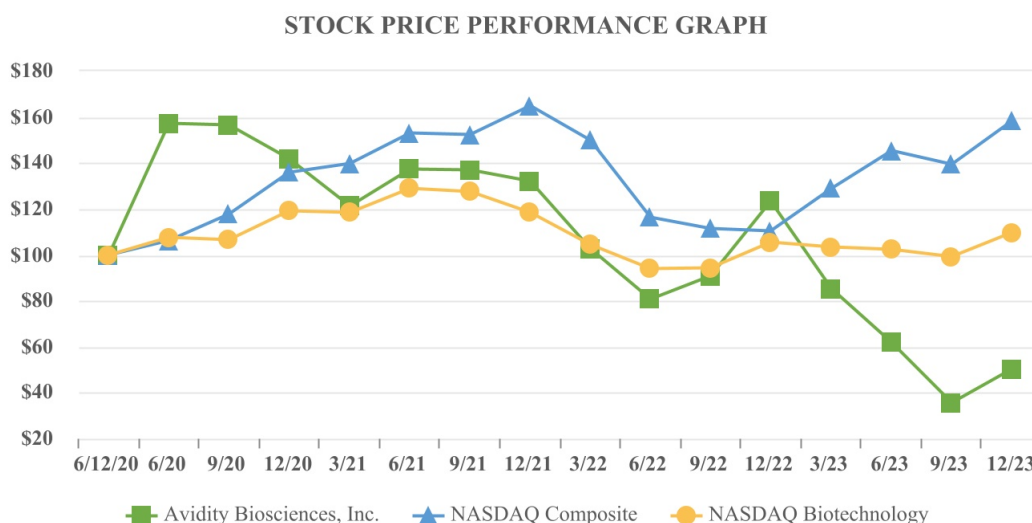
We have never declared or paid any cash dividends on our capital stock. We intend to retain future earnings, if any, to finance the operation of our business and do not anticipate paying any cash dividends in the foreseeable future. Any future determination related to dividend policy will be made at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

Securities Authorized for Issuance Under Equity Compensation Plans

See Item 12 of Part III of this annual report on Form 10-K for information about our equity compensation plans which is incorporated by reference herein.

Performance Graph

The following stock performance graph illustrates a comparison from June 12, 2020 (the date our common stock commenced trading on the Nasdaq Global Market) through December 31, 2023, of the total cumulative stockholder return on our common stock, the Nasdaq Composite Index and the Nasdaq Biotechnology Index. The graph assumes an initial investment of \$100 on June 12, 2020 at the opening trading price of \$18.00 per share, and that all dividends were reinvested, although dividends have not been declared on our common stock. The comparisons in the graph are required by the SEC and are not intended to forecast or be indicative of possible future performance of our common stock.



Unregistered Sales of Equity Securities

On November 27, 2023, we sold 5,075,304 unregistered shares of our common stock to BMS in a private placement under the terms of the BMS Purchase Agreement. The shares were sold at a purchase price of \$7.8813 per share, for an aggregate purchase price of approximately \$40.0 million of which \$31.2 million was recorded as common stock and additional paid in capital, net of issuance costs of \$0.1 million, and \$8.7 million was recorded as deferred revenue (Note 5). The shares were issued in reliance on the exemption from registration under Section 4(a)(2) of the Securities Act based on the representations by BMS in the BMS Purchase Agreement. We are required to file a resale registration statement to register these shares with the SEC on or before April 25, 2024.

Use of Proceeds

On June 11, 2020, the SEC declared effective our registration statement on Form S-1 (File No. 333-238612), as amended, filed in connection with our IPO. Our IPO closed on June 16, 2020, and we issued and sold 16,560,000 shares of our common stock at a price to the public of \$18.00 per share, which included the exercise in full of the underwriters' option to purchase additional shares. We received gross proceeds from our IPO of \$298.1 million, before deducting underwriting discounts, commissions and offering costs of \$24.0 million. The managing underwriters of the offering were Cowen and Company, LLC, SVB Leerink LLC, Credit Suisse Securities (USA) LLC and Wells Fargo Securities, LLC. No offering costs were paid or are payable, directly or indirectly, to our directors or officers, to persons owning 10% or more of any class of our equity securities or to any of our affiliates.

As of December 31, 2023, we have used all of the approximately \$274.1 million in net proceeds from our IPO for general corporate purposes, including the advancement of our development programs consistent with our planned use of such proceeds described in the prospectus for our IPO dated June 11, 2020.

Issuer Repurchases of Equity Securities

None.

ITEM 6. [Reserved]

ITEM 7. 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 related notes thereto included elsewhere in this annual report. This discussion and analysis contains forward-looking statements based upon our current beliefs, plans and expectations that involve risks, uncertainties and assumptions. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" or in other parts of this annual report. For the comparison of the financial results for the fiscal years ended December 31, 2022 and 2021, see Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, in our [Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on February 28, 2023](#).

References to "Avidity," "the Company," "we," "us" and "our" refer to Avidity Biosciences, Inc.

Overview

We are a biopharmaceutical company committed to delivering a new class of RNA therapeutics called Antibody Oligonucleotide Conjugates, or AOCs. Our proprietary AOC platform is designed to combine the specificity of monoclonal antibodies, or mAbs, with the precision of RNA therapeutics to target the root cause of diseases previously untreatable with RNA therapeutics. Our advancing and expanding pipeline currently has three programs in clinical development. AOC 1001 is designed to treat people with myotonic dystrophy type 1, or DM1, and is currently in Phase 1/2 development with the ongoing MARINA open label extension study, or MARINA-OLE™. In mid-2024, we plan to initiate the global Phase 3 HARBOR™ trial of AOC 1001 for adults living with DM1. AOC 1020 is designed to treat people living with facioscapulohumeral muscular dystrophy, or FSHD, and is currently in Phase 1/2 development with the FORTITUDE™ trial. AOC 1044 is designed for people with Duchenne muscular dystrophy and is currently in Phase 1/2 development with the EXPLORE44™ trial. AOC 1044 is specifically designed for people with mutations amenable to exon 44 skipping, or DMD44, and is the first of multiple AOCs we are developing for DMD. AOC 1001, AOC 1020 and AOC 1044 have all been granted Orphan Designation by the FDA and the European Medicines Agency, or EMA, and Fast Track Designation by the FDA. The FDA has also granted AOC 1044 Rare Pediatric Disease Designation. We continue to advance and expand our internal discovery pipeline with the addition of new research and development candidates to treat conditions in skeletal muscle and cardiology as we continue to deliver on the RNA revolution. In addition to our own internal research programs, we continue to explore the full potential of our AOC platform through collaborations and partnerships that we have initiated, including programs in cardiology, immunology, and other select indications outside of muscle.

With three AOC product candidates in clinical development, we plan to report data from multiple ongoing trials in 2024, dose escalate the remaining participants in the MARINA-OLE study from 2 mg/kg to 4 mg/kg of AOC 1001, and in mid-2024 initiate our global Phase 3 HARBOR™ trial of AOC 1001 for DM1. In March 2024 we will be sharing a first look at long-term efficacy and safety data from the MARINA-OLE™ trial of AOC 1001 in people living with DM1. In the second quarter of 2024, we anticipate reporting preliminary data in approximately half of the study participants in the Phase 1/2 FORTITUDE™ trial of AOC 1020 in FSHD. In the second half of 2024, we plan to share 5 mg/kg cohort data from the Phase 1/2 EXPLORE44™ trial of AOC 1044 in people living with DMD44.

Since our inception in 2012, we have devoted substantially all of our resources to organizing and staffing our company, business planning, raising capital, developing our proprietary AOC platform, identifying potential product candidates, establishing and protecting our intellectual property portfolio, conducting research and preclinical studies, advancing our clinical programs, and providing other general and administrative support for these operations. We have not generated any revenue from product sales. In June 2020, we completed our initial public offering, or IPO, and have since raised capital through additional public offerings, other sales of our common stock, and under collaboration and research service agreements. Please see the section below entitled "Liquidity and Capital Resources" for further information on the capital raised since inception and our future capital requirements.

We have incurred operating losses in each year since inception. Our net losses were \$212.2 million, \$174.0 million and \$118.0 million for the years ended December 31, 2023, 2022 and 2021, respectively. As of December 31, 2023, we had an accumulated deficit of \$570.8 million. We expect our expenses and operating losses will increase substantially as we conduct our ongoing and planned preclinical studies and clinical trials, continue our research and development activities, utilize third parties to manufacture our product candidates and related raw materials, hire additional personnel, and protect our intellectual property. Our net losses may

fluctuate significantly from quarter-to-quarter and year-to-year, depending on the timing of our preclinical studies and clinical trials and our expenditures on other research and development activities, as well as the generation of any collaboration and services revenue.

Based upon our current operating plans, we believe that our existing cash, cash equivalents and marketable securities will be sufficient to fund our operations for at least 12 months from the date of the filing of this Form 10-K. While we may generate revenue under our current and/or future collaboration agreements, we do not expect to generate any revenues from product sales until we successfully complete development and obtain regulatory approval for one or more of our product candidates, which we expect will take a number of years and may never occur. If we obtain regulatory approval for any of our product candidates, we expect to incur significant commercialization expenses related to product sales, marketing, manufacturing and distribution. Accordingly, until such time as we can generate significant revenue from sales of our product candidates, if ever, 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 failure to raise capital or enter into such other arrangements when needed would have a negative impact on our financial condition and could force us 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.

Research Collaboration with Bristol Myers Squibb Company

In November 2023, we entered into (i) a Research Collaboration and License Agreement with BMS, or the BMS Collaboration Agreement, to expand on the research with MyoKardia for up to five targets utilizing our proprietary AOC platform technology and (ii) a Securities Purchase Agreement with BMS, or the BMS Purchase Agreement, for the purchase by BMS in a private placement of 5,075,304 shares of our common stock at a purchase price of \$7.8813 per share, for an aggregate purchase price of approximately \$40 million. We refer to the BMS Collaboration Agreement and the BMS Purchase Agreement together as the "BMS Agreements." Under the terms of the BMS Agreements, we received approximately \$100 million upfront, which includes a \$60 million cash payment under the terms of the BMS Collaboration Agreement, and approximately \$40 million for the purchase of our common stock under the terms of the BMS Purchase Agreement. We are also eligible to receive up to approximately \$1.35 billion in research and development milestone payments, up to approximately \$825 million in commercial milestone payments, and tiered royalties from high single digits to low double-digits on net sales. We are responsible for our own research collaboration costs incurred under the agreement, subject to a cumulative spending limit of \$40 million. BMS will fund all future clinical development, regulatory and commercialization activities coming from this collaboration.

Research Collaboration with Eli Lilly and Company

In April 2019, we entered into a Research Collaboration and License Agreement, or the Lilly Agreement, with Eli Lilly and Company, or Lilly, for the discovery, development, and commercialization of AOC products in immunology and other select indications on a worldwide basis. Under the Lilly Agreement, we and Lilly will collaborate on preclinical research and discovery activities for such products, with Lilly being responsible for funding the cost of such activities by both parties. Lilly will also lead the clinical development, regulatory approval and commercialization of all such products, at its sole cost. We granted Lilly an exclusive, worldwide, royalty-bearing license, with the right to sublicense, under our technology to research, develop, manufacture, and sell products containing AOCs that are directed to up to six mRNA targets. We retain the right to use our technology to perform our obligations under the agreement and for all purposes not granted to Lilly. Lilly paid us an upfront license fee of \$20.0 million in 2019, and we are eligible to receive up to \$60.0 million in development milestone payments per target, up to \$140.0 million in regulatory milestone payments per target and up to \$205.0 million in commercialization milestone payments per target. We are eligible to receive a tiered royalty ranging from the mid-single to low-double digits from Lilly on worldwide annual net sales of licensed products, subject to specified and capped reductions for the market entry of biosimilar products, loss of patent coverage of licensed products, and for payments owed to third parties for additional rights necessary to commercialize licensed products in the territory.

Components of Results of Operations

Revenue

Our revenue to date has been derived from payments received under our license and research collaboration agreements, including revenue from reimbursements of services, as well as a combination of upfront payments and milestone payments under our current and/or future collaboration agreements. We do not expect to generate any revenue from the sale of products unless and until such time that our product candidates have advanced through clinical development and regulatory approval, if ever. We expect that any revenue we generate, if at all, will fluctuate from quarter-to-quarter as a result of the timing and amount of payments relating to such services and milestones and the extent to which any of our products are approved and successfully commercialized. If we fail to complete preclinical and clinical development of product candidates or obtain regulatory approval for our product candidates, our ability to generate future revenues and our results of operations and financial position would be adversely affected.

Operating Expenses

Research and Development

Research and development expenses consist of external and internal costs associated with our research and development activities, including our discovery and research efforts, and the preclinical and clinical development of our product candidates. Our research and development expenses include:

- external costs, including expenses incurred under arrangements with third parties, such as contract research organizations, contract manufacturers, consultants and our scientific advisors; and
- internal costs, including;
 - employee-related expenses, including salaries, benefits, and stock-based compensation;
 - the costs of laboratory supplies and acquiring, developing, and manufacturing preclinical study materials; and
 - facilities, information technology, and depreciation, which include direct and allocated expenses for rent and maintenance of facilities and depreciation of leasehold improvements and equipment.

Research and development costs, including costs reimbursed under the Lilly Agreement, are expensed as incurred, with reimbursements of such amounts being recognized as revenue. We account for nonrefundable advance payments for goods and services that will be used in future research and development activities as expenses when the service has been performed or when the goods have been received.

At any one time, we are working on multiple programs. Our internal resources, employees, and infrastructure are not directly tied to any one research or drug discovery program and are typically deployed across multiple programs.

We expect our research and development expenses to increase for the foreseeable future as we continue to conduct our ongoing research and development activities, advance our preclinical research programs toward clinical development, including conducting IND-enabling studies, and conduct clinical trials. The process of conducting preclinical studies and clinical trials necessary to obtain regulatory approval is costly and time consuming. We may never succeed in achieving marketing approval for any of our product candidates.

The timelines and costs associated with research and development activities are uncertain, can vary significantly for each product candidate and development program, and are difficult to predict. We anticipate we will make determinations as to which programs to pursue and how much funding to direct to each program on an ongoing basis in response to preclinical and clinical results, regulatory developments, ongoing assessments as to each program's commercial potential, and our ability to maintain or enter into new collaborations, to the extent we determine the resources or expertise of a collaborator would be beneficial for a given program. We will need to raise substantial additional capital in the future. In addition, we cannot forecast which development programs may be subject to future collaborations, when such arrangements will be secured, if at all, and to what degree such arrangements would affect our development plans and capital requirements.

Our development costs may vary significantly based on factors such as:

- the number and scope of clinical, preclinical, and IND-enabling studies;
- the timing and likelihood of resolution of the partial clinical hold on our ongoing Phase 1/2 MARINA clinical trial;
- 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;
- 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 our product candidates;
- the phase of development of our product candidates; and
- the efficacy and safety profile of our product candidates.

General and Administrative

General and administrative expenses consist primarily of employee-related expenses, including salaries, benefits, and stock-based compensation, for employees in our executive, finance, accounting, legal, business development, and support functions. Other general and administrative expenses include allocated facility, information technology, and depreciation related costs not otherwise included in research and development expenses, and professional fees for auditing, tax, intellectual property, and legal services. Costs related to filing and pursuing patent applications are recognized as general and administrative expenses as incurred since recoverability of such expenditures is uncertain.

We expect our general and administrative expenses will increase for the foreseeable future to support our increased research and development activities and other corporate activities.

Other Income (Expense)

Other income (expense) consists primarily of interest earned on our cash, cash equivalents, and marketable securities.

Results of Operations

Comparison of the Years Ended December 31, 2023 and 2022

The following table summarizes our results of operations for the years presented (in thousands):

	Year Ended December 31,		Change
	2023	2022	
Revenue	\$ 9,560	\$ 9,224	\$ 336
Research and development expenses	190,968	150,404	40,564
General and administrative expenses	54,190	37,733	16,457
Other income	23,378	4,918	18,460

Revenue

Revenue is materially flat for the year ended December 31, 2023 as compared to the same period in 2022.

Research and Development Expenses

The following tables illustrate the components of our research and development expenses for the years presented (in thousands):

	Year Ended December 31,		Change
	2023	2022	
External costs:			
AOC 1001	\$ 25,216	\$ 19,878	\$ 5,338
AOC 1020	18,352	14,287	4,065
AOC 1044	20,137	10,052	10,085
Other programs	8,884	14,774	(5,890)
Unallocated	31,044	26,134	4,910
Total external costs	103,633	85,125	18,508
Internal costs:			
Employee-related expenses	68,136	48,972	19,164
Facilities, lab supplies, and other	19,199	16,307	2,892
Total internal costs	87,335	65,279	22,056
Total research and development expenses	\$ 190,968	\$ 150,404	\$ 40,564

Research and development expenses increased by \$40.6 million for the year ended December 31, 2023 as compared to the same period in 2022. Research and development expense increased primarily due to \$22.1 million in higher external costs (adjusted for a \$3.6 million out of period adjustment related to 2022 which reduced external costs) associated with the progression of clinical trials, as well as higher personnel costs, including increases of \$12.4 million for salaries and benefits, \$6.8 million for stock-based compensation and \$2.9 million in higher facilities and lab related overhead charges related to our research and development activities.

General and Administrative Expenses

General and administrative expenses increased by \$16.5 million for the year ended December 31, 2023 as compared to the same period in 2022, primarily due to higher personnel costs, including increases of \$4.3 million for stock-based compensation and \$3.2 million for salaries and benefits, as well as \$7.3 million in higher professional fees to support our expanded operations.

Other Income

Other income increased by \$18.5 million for the year ended December 31, 2023 as compared to the same period in 2022, due to higher interest income earned on marketable securities investments.

Liquidity and Capital Resources

Sources of Liquidity

In June 2020, we completed our IPO of 18,720,000 shares of our common stock, including exercise of the underwriters' option to purchase additional shares, at a price to the public of \$18.00 per share. Our aggregate net proceeds from the offering were \$274.1 million, net of underwriting discounts, commissions and offering costs. In August 2021, we completed a public offering of 9,200,000 shares of our common stock at a public offering price of \$18.00 per share, for aggregate net proceeds of \$155.1 million, after deducting underwriting discounts, commissions and offering costs.

In July 2021, the Company entered into a sales agreement, or the 2021 Sales Agreement, with Cowen and Company, LLC, or the Sales Agent, under which the Company may, from time to time, sell shares of its

common stock having an aggregate offering price of up to \$150.0 million through the Sales Agent. Sales of the Company's common stock made pursuant to the 2021 Sales Agreement are made under the Company's shelf registration statement on Form S-3, which became automatically effective upon filing on July 2, 2021, or the Shelf Registration Statement. On November 8, 2022, the Company entered into a sales agreement, or the 2022 Sales Agreement, with the Sales Agent, with substantially similar terms as the 2021 Sales Agreement, or collectively the Sales Agreements. Under the 2022 Sales Agreement, the Company may, from time to time, sell shares of its common stock having an aggregate offering price of up to \$200.0 million through the Sales Agent. Sales of the shares of common stock, if any, will be made at prevailing market prices at the time of sale, or as otherwise agreed with the Sales Agent. The Company is not obligated to sell, and the Sales Agent is not obligated to buy or sell, any shares of common stock under the 2022 Sales Agreement. Upon entry into the 2022 Sales Agreement, the 2021 Sales Agreement was terminated. During the years ended December 31, 2023 and 2022, the Company sold 4,107,810 and 7,771,812 shares of its common stock, respectively, pursuant to the Sales Agreements and received net proceeds of \$60.5 million and \$121.1 million, respectively, after deducting offering-related transaction costs and commissions of \$1.4 million and \$3.7 million, respectively.

On December 15, 2022, we completed a public offering of 13,800,000 shares of our common stock at a public offering price of \$17.25 per share, for aggregate net proceeds of \$223.8 million, after deducting underwriting discounts, commissions and offering costs.

Since our inception through December 31, 2023, other significant sources of capital raised to fund our operations were comprised of aggregate gross proceeds of \$131.6 million from the sale and issuance of convertible preferred stock and convertible notes, and \$143.3 million from funding under collaboration and research services agreements of which approximately \$40.0 million relates to the sale of 5,075,304 unregistered shares in November 2023 to BMS in a private placement under the terms of the BMS Purchase Agreement. We are required to file a registration statement covering these shares with the SEC on or before April 25, 2024.

Future Capital Requirements

As of December 31, 2023, we had cash, cash equivalents, and marketable securities of \$595.4 million. Based upon our current operating plans, we believe that our existing cash, cash equivalents, and marketable securities will be sufficient to fund our operations for at least 12 months from the date of the filing of this Form 10-K. However, our forecast of the period of time through which our financial resources will be adequate to support our operations is a forward-looking statement that involves risks and uncertainties, and actual results could vary materially. We have based this estimate on assumptions that may prove to be wrong, and we could deplete our capital resources sooner than we expect. Additionally, the process of conducting preclinical studies and testing product candidates in clinical trials is costly, and the timing of progress and expenses in these studies and trials is uncertain.

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

- the type, number, scope, progress, expansions, results, costs and timing of discovery, preclinical studies and clinical trials of our product candidates that we are pursuing or may choose to pursue in the future, including the impact of any resolution of the partial clinical hold on our completed Phase 1/2 MARINA clinical trial;
- the costs and timing of manufacturing for our product candidates and commercial manufacturing if any product candidate is approved;
- the costs, timing, and outcome of regulatory review of our product candidates;
- the terms and timing of establishing and maintaining collaborations, licenses, and other similar arrangements;
- the costs of obtaining, maintaining, and enforcing our patents and other intellectual property rights;
- the costs associated with hiring additional personnel and consultants as our preclinical and clinical activities increase;
- the timing and amount of the milestone or other payments made to us under current or future research and collaboration agreements;

- the costs and timing of establishing or securing sales and marketing capabilities if any 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; and
- costs associated with any products or technologies that we may in-license or acquire.

While we may generate revenue under our current and/or future collaboration agreements, we do not expect to generate any revenues from product sales until we successfully complete development and obtain regulatory approval for one or more of our product candidates, which we expect will take a number of years and may never occur. If we obtain regulatory approval for any of our product candidates, we expect to incur significant commercialization expenses related to product sales, marketing, manufacturing, and distribution. Accordingly, until such time as we can generate significant revenue from sales of our product candidates, if ever, we expect to finance our cash needs through equity offerings, debt financings or other capital sources, including current and 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. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. Our failure to raise capital or enter into such other arrangements when needed would have a negative impact on our financial condition and could force us 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.

Cash Flows

The following table summarizes our cash flows for the years presented (in thousands):

	Year Ended December 31,		Change
	2023	2022	
Net cash provided by (used in):			
Operating activities	\$ (119,064)	\$ (136,268)	\$ 17,204
Investing activities	(130,070)	(189,955)	59,885
Financing activities	93,864	346,171	(252,307)
Net (decrease) increase in cash, cash equivalents and restricted cash	<u>\$ (155,270)</u>	<u>\$ 19,948</u>	<u>\$ (175,218)</u>

Operating Activities

Net cash used in operating activities of \$119.1 million and \$136.3 million for the years ended December 31, 2023 and 2022, respectively, consisted primarily of cash used to fund our operations related to the development of AOC 1001, AOC 1044, AOC 1020, and other potential programs. The decrease in cash used in our operations is primarily due to the cash received in connection with the BMS Collaboration Agreement (excluding the cash received for the sale of our stock), offset by increases in research and development costs as well as general and administrative expenses as described under "Results of Operations" above.

Investing Activities

Net cash used in investing activities of \$130.1 million for the year ended December 31, 2023 consisted of \$461.0 million for purchases of marketable securities due to investing the proceeds from the sale of common stock of \$223.8 million in December 2022 and reinvestment of proceeds from matured marketable securities, as well as \$4.2 million in purchases of property and equipment, partially offset by \$335.2 million of proceeds from maturities of marketable securities. Net cash used in investing activities of \$190.0 million for the year ended December 31, 2022 consisted of \$355.8 million for purchases of marketable securities and \$2.8 million in purchases of property and equipment, partially offset by \$168.7 million of proceeds from maturities of marketable securities.

Financing Activities

Net cash provided by financing activities of \$93.9 million for the year ended December 31, 2023 consisted primarily of \$60.5 million in net proceeds from sales of our common stock made pursuant to the 2022 Sales Agreement and \$31.2 million in net proceeds from the issuance of common stock from a private placement transaction as well as \$2.1 million in proceeds from the issuance of common stock under employee incentive equity plans. Net cash provided by financing activities of \$346.2 million for the year ended December 31, 2022 consisted primarily of \$344.8 million in net proceeds from the issuance of common stock in public offerings and pursuant to the 2021 Sales Agreement, as well as \$1.4 million in proceeds from the issuance of common stock under employee incentive equity plans.

Contractual Obligations and Commitments

We have operating lease obligations related to our lease for office and laboratory space in San Diego, California. In June 2020, and as amended in December 2020, we entered into a non-cancellable operating lease for approximately 54,597 square feet of office and laboratory space, or the Lease, which commenced in November 2021. The Lease has a five-year initial term with a renewal option for an additional five years. Under the terms of the Lease, the initial monthly base rent of approximately \$251,000 will increase to approximately \$282,000 during the last year of the Lease's initial term, and the first year includes five months of rent abatement. In June 2023, we further amended the lease to expand our office and laboratory space. The expansion increased monthly base rent by approximately \$45,000 increasing to \$49,000 per month in the last year of the Lease's term. The total remaining base rent commitment for the initial term under the Lease is \$11.2 million.

We enter into contracts in the normal course of business for contract research services, contract manufacturing services, clinical trials, professional services, and other services and products for operating purposes. These contracts may include certain provisions that could require payments for early termination. The amount of the termination payments vary depending on the timing of the termination and the specific terms of the contract. Therefore, these contracts are considered cancellable contracts.

Critical Accounting Policies and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles, or GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses. On an ongoing basis, we evaluate these estimates and judgments. We base our estimates on historical experience and on various assumptions that we believe to be reasonable under the circumstances. These estimates and assumptions form the basis for making judgments about the carrying values of assets and liabilities and the recording of revenue and expenses that are not readily apparent from other sources. Actual results may differ materially from these estimates.

While our significant accounting policies are described in more detail in Note 2 to our financial statements included elsewhere in this annual report, we believe that the following accounting policies with financial estimates are the most critical to understanding and evaluating our historical and future performance.

Revenue Recognition

To date, all of our revenue has been derived from our collaboration and research agreements entered into with various parties. The terms of these arrangements include payments to us for the following: non-refundable, upfront license fees; development, regulatory, and commercial milestone payments; payments for research and development services provided by us or for manufacturing supply services we may provide through our contract manufacturers; and royalties on net sales of licensed products.

If an agreement includes a license to our intellectual property and that license is determined to be distinct from the other performance obligations identified in the arrangement, we recognize revenues allocated to the license when the license is transferred to the customer and the customer is able to use and benefit from the license. For licenses that are bundled with other promises, we utilize judgment to assess the nature of the combined performance obligation to determine whether the combined performance obligation is satisfied over time or at a point in time and, if over time, the appropriate method of measuring progress for purposes of

recognizing revenue from non-refundable, upfront fees. We evaluate the measure of progress each reporting period and, if necessary, adjust the measure of performance and related revenue recognition.

With respect to BMS, we identified two distinct units of accounting under the BMS Agreements. The first distinct unit of accounting includes (i) a license to technology and patents; (ii) collaboration services, including research services and technical and regulatory support; and (iii) participation on research oversight committees. The Company has determined that these delivered elements individually are either not capable of being distinct or are not distinct within the context of the contract and, therefore, will account for them as a single distinct performance obligation for purposes of revenue recognition. The second distinct unit of accounting is related to the sale of common stock, which will be accounted for as an issuance of equity at fair value in accordance with the applicable accounting standards. Consideration received related to the premium on sale of the Company's common stock was allocated to the transaction price for purposes of revenue recognition.

The Company will recognize revenue using the input method in an amount proportional to the collaboration expenses incurred and the total estimated collaboration expenses over the seven-year period in which it expects to deliver its performance obligation as this method provides the most faithful depiction of the Company's transfer of services under the BMS Agreements. The Company periodically reviews and updates the estimated collaboration expenses, when appropriate, which adjusts the percentage of revenue that is recognized for the period.

For all periods presented, amounts received prior to satisfying the above revenue recognition criteria were recorded as deferred revenue until all applicable revenue recognition criteria were met. Deferred revenue represented the portion of payments received that have not been earned.

Stock-Based Compensation

Stock-based compensation expense for employee and non-employee stock option grants is recorded at the estimated fair value of the award as of the grant date and is recognized as expense on a straight-line basis over the requisite service period (usually the vesting period) of the stock-based award. Stock-based compensation expense for Restricted Stock Units, or RSUs, is recorded at the market price of a share of the Company's stock on the date of grant and is recognized as expense on a straight-line basis over the four-year service period. Stock-based compensation expense for Performance Stock Units, or PSUs, is recorded at the market price of a share of the Company's stock on the date of grant and recognized on a straight-line basis over the requisite service periods beginning when the achievement of the performance condition is determined to be probable. Stock-based compensation expense for employee stock purchases under the Employee Stock Purchase Plan, or the ESPP, is recorded at the estimated fair value of the purchase as of the plan enrollment date and is recognized as expense on a straight-line basis over the applicable six-month ESPP offering period. Forfeitures are accounted for as incurred.

We estimate the fair value of our stock option awards and shares issued under the Company's ESPP using the Black-Scholes-Merton, or BSM model. The BSM model requires the use of subjective assumptions, including the expected volatility, expected term, and expected dividend yield. These inputs are subjective and generally require judgment to develop. Changes in the assumptions can materially affect the fair value and ultimately how much stock-based compensation expense is recognized.

Accrued Research and Development Costs

As part of the process of preparing our financial statements, we are required to make estimates of our accrued research and development expenses resulting from our obligations under contracts with CROs, manufacturers, vendors and consultants. The financial terms of these contracts vary from contract to contract and may result in payment flows that do not match the periods over which materials or services are provided under such contracts. We reflect research and development expenses in our financial statements by matching those expenses with the period in which services and efforts are expended. In accruing for these activities, we obtain information from various sources and estimate the level of effort or expense allocated to each period.

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 our 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.

Recent Accounting Pronouncements

See Note 2 to our financial statements included elsewhere in this annual report.

ITEM 7A. Quantitative and Qualitative Disclosures about Market Risk

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 debt securities. We are exposed to market risk related to fluctuations in interest rates and market prices. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of United States interest rates. However, due to the short- and intermediate-term nature of the instruments in our portfolio, we believe an immediate hypothetical 10% change in interest rates would not have had a material effect on our results of operations during the periods presented.

Effects of Inflation

Inflation generally affects us by increasing our cost of labor and research and development contract costs. We do not believe inflation has had a material effect on our results of operations during the periods presented.

Foreign Currency Exchange Risk

We are exposed to market risk related to changes in foreign currency exchange rates. We contract with vendors that are located outside the United States, and certain invoices are denominated in foreign currencies. We are subject to fluctuations in foreign currency exchange rates in connection with these arrangements. To date, we have not experienced any material effects from foreign currency fluctuations. We believe an immediate hypothetical 10% change in foreign currency exchange rates would not have had a material effect on our results of operations during the periods presented.

ITEM 8. Financial Statements and Supplementary Data

The financial statements required pursuant to this item are incorporated by reference herein from the applicable information included in Item 15 of this annual report and are presented beginning on page F-1.

ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

ITEM 9A. Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our periodic and current reports that we file with the SEC is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable and not absolute assurance of achieving the desired control objectives. In reaching a reasonable level of assurance, management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. In addition, the design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act as of the end of the period covered by this annual report. Based on such evaluation, our principal executive officer and principal financial officer have concluded that as of such date, our disclosure controls and procedures were not effective due to a material weakness in internal control over financial reporting, described below.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2023 based on the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in its 2013 Internal Control — Integrated Framework. Based on this assessment, our management has concluded that our internal control over financial reporting was not effective as of December 31, 2023, due to the material weakness described below.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. Based on its evaluation of internal control over financial reporting as described above, management concluded that we did not design effective internal controls with respect to segregation of duties over certain information technology general controls (ITGCs) related to a module within our enterprise resource planning (ERP) system. These ITGCs were not operating effectively to (i) restrict access to certain data and the ability to make changes thereto, and (ii) to monitor changes to such data.

While the control deficiency identified did not result in any misstatements, a reasonable possibility exists that a material misstatement to the annual or interim financial statements and disclosures would not have been prevented or detected on a timely basis.

Remediation

Our management is committed to maintaining a strong internal control environment. In response to the identified material weakness above, we have changed the relevant access to address the known segregation of duties issues and will update our access review controls to include additional procedures. While we believe the actions taken thus far are substantive in addressing this control issue, we will consider this remediated once applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. We will continue to monitor through testing the effectiveness of these actions to ensure these controls continue to operate effectively.

The Company's independent registered public accounting firm who audited the financial statements included in the Annual Report on Form 10-K have issued an adverse report on the effectiveness of the Company's internal control over financial reporting. This attestation report appears on page F-2 of this Annual Report on Form 10-K.

Attestation Report of the Registered Public Accounting Firm

BDO USA, P.C. has audited the effectiveness of the Company's internal control over financial reporting as of December 31, 2023, as stated in its report dated February 28, 2024, which is included below.

Changes in Internal Control Over Financial Reporting

Except as described above, there have been no changes in our internal control over financial reporting during the quarter ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

Stockholders and Board of Directors

Avidity Biosciences, Inc.

San Diego, California

Opinion on Internal Control Over Financial Reporting

We have audited Avidity Biosciences, Inc.'s (the "Company's") internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the "COSO criteria"). In our opinion, the Company did not maintain, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We do not express an opinion or any other form of assurance on management's statements referring to any corrective actions taken by the Company after the date of management's assessment.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the balance sheets of the Company as of December 31, 2023 and 2022, the related statements of operations and comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023 and the related notes and our report dated February 28, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying "Item 9A, Management's Report on Internal Control over Financial Reporting." Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of internal control over financial reporting in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. A material weakness regarding management's failure to design and maintain controls with respect to segregation of duties over certain information technology general controls has been identified and described in management's assessment. This material weakness was considered in determining the nature, timing, and extent of audit tests applied in our audit of the 2023 financial statements, and this report does not affect our report dated February 28, 2024 on those financial statements.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized

acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ BDO USA, P.C.
San Diego, California
February 28, 2024

ITEM 9B. Other Information

Rule 10b5-1 Trading Arrangements

From time to time, our officers (as defined in Rule 16a-1(f)) and directors may enter into Rule 10b5-1 or non-Rule 10b5-1 trading arrangements (as each such term is defined in Item 408 of Regulation S-K). During the three months ended December 31, 2023, none of our officers or directors adopted or terminated any such trading arrangements.

ITEM 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

ITEM 10. Directors, Executive Officers and Corporate Governance

The information required by this item will be contained in our definitive proxy statement to be filed with the SEC in connection with our 2024 Annual Meeting of Stockholders, or the Definitive Proxy Statement, which is expected to be filed not later than 120 days after the end of our fiscal year ended December 31, 2023, under the headings "Election of Directors," "Corporate Governance," "Executive Officers," and, if applicable, "Delinquent Section 16(a) Reports," and is incorporated herein by reference.

Code of Business Conduct and Ethics

We have adopted a Code of Business Conduct and Ethics that applies to our officers, directors, and employees, which is available on our website at www.aviditybiosciences.com. The Code of Business Conduct and Ethics contains general guidelines for conducting the business of our company consistent with the highest standards of business ethics and is intended to qualify as a "code of ethics" within the meaning of Section 406 of Sarbanes-Oxley and Item 406 of Regulation S-K. In addition, we intend to promptly disclose (1) the nature of any amendment to our Code of Business Conduct and Ethics that applies to our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions and (2) the nature of any waiver, including an implicit waiver, from a provision of our code of ethics that is granted to one of these specified officers, the name of such person who is granted the waiver and the date of the waiver on our website in the future.

ITEM 11. Executive Compensation

The information required by this item will be contained in our Definitive Proxy Statement under the heading "Executive Compensation and Other Information" and is incorporated herein by reference.

ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item will be contained in our Definitive Proxy Statement under the heading "Security Ownership of Certain Beneficial Owners and Management" and is incorporated herein by reference.

The information required by Item 201(d) of Regulation S-K will be contained in our Definitive Proxy Statement under the heading "Executive Compensation" and is incorporated herein by reference.

ITEM 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item will be contained in our Definitive Proxy Statement under the headings "Certain Relationships and Related Person Transactions," "Board Independence" and "Committees of the Board of Directors" and is incorporated herein by reference.

ITEM 14. Principal Accountant Fees and Services

The information required by this item will be contained in our Definitive Proxy Statement under the heading "Independent Registered Public Accountants' Fees" and is incorporated herein by reference.

PART IV

ITEM 15. Exhibits, Financial Statement Schedules

1. Financial Statements.

The financial statements of Avidity Biosciences, Inc., together with the report thereon of BDO USA, P.C., an independent registered public accounting firm, are included in this annual report on Form 10-K beginning on page F-1.

2. Financial Statement Schedules.

All schedules 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.

3. Exhibits.

A list of exhibits is set forth on the Exhibit Index immediately preceding the signature page of this annual report on Form 10-K and is incorporated herein by reference.

ITEM 16. Form 10-K Summary

None.

Avidity Biosciences, Inc.
Index to Financial Statements

	Page
Report of Independent Registered Public Accounting Firm (BDO USA, P.C.; San Diego, California; PCAOB ID# 243)	F-2
Balance Sheets	F-4
Statements of Operations and Comprehensive Loss	F-5
Statements of Stockholders' Equity	F-6
Statements of Cash Flows	F-7
Notes to Financial Statements	F-8

Report of Independent Registered Public Accounting Firm

Stockholders and Board of Directors
Avidity Biosciences, Inc.
San Diego, California

Opinion on the Financial Statements

We have audited the accompanying balance sheets of Avidity Biosciences, Inc. (the "Company") as of December 31, 2023 and 2022, the related statements of operations and comprehensive loss, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2023, 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, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and our report dated February 28, 2024 expressed an adverse opinion thereon.

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 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. 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.

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.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing separate opinions on the critical audit matter or on the accounts or disclosures to which it relates.

Clinical Trial Accruals

As described in Notes 2 and 6 to the financial statements, the Company records accruals for estimated costs incurred for ongoing research and development activities, including clinical trial related activities. When evaluating the adequacy of the accrued liabilities, the Company analyzes progress of the services, including the phase or completion of events, invoices received, and contracted costs. As of December 31, 2023, the Company recorded \$6.0 million in clinical trial accruals.

We identified the estimation of clinical trial accruals as a critical audit matter. Management's judgment was required in estimating the progress of services and the associated costs incurred used to determine the

accrued liabilities for clinical trial expenses. Auditing clinical trial accruals involved especially challenging auditor judgment due to the nature and extent of audit effort required to address the matter.

The primary procedures we performed to address this critical audit matter included:

- Testing management's process for estimating clinical trial accruals by obtaining and inspecting certain agreements and amendments and evaluating the Company's documentation of trial progress and status by confirming costs incurred and contract amounts with certain vendors.
- Testing the completeness of the Company's clinical trial accruals by (i) evaluating internal materials and publicly available information (such as press releases and public databases that track clinical trials) and (ii) testing invoices received after year-end for certain third-party vendors.

/s/ BDO USA, P.C.

We have served as the Company's auditor since 2016.

San Diego, California

February 28, 2024

Avidity Biosciences, Inc.
Balance Sheets
(in thousands, except par value)

	December 31,	
	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 185,082	\$ 340,396
Marketable securities	410,269	270,331
Prepaid and other assets	15,956	12,215
Total current assets	611,307	622,942
Property and equipment, net	8,381	6,254
Restricted cash	295	251
Right-of-use assets	8,271	8,755
Other assets	301	598
Total assets	<u>\$ 628,555</u>	<u>\$ 638,800</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 34,341	\$ 32,572
Accrued compensation	14,335	11,190
Lease liabilities, current portion	3,639	3,105
Deferred revenue, current portion	28,365	5,041
Total current liabilities	80,680	51,908
Lease liabilities, net of current portion	6,213	7,582
Deferred revenue, net of current portion	40,898	1,235
Total liabilities	127,791	60,725
Commitments and contingencies (Note 7)		
Stockholders' equity:		
Common stock, \$ 0.0001 par value; authorized shares – 400,000 ; issued and outstanding shares – 79,275 and 69,768 at December 31, 2023 and 2022, respectively	8	7
Additional paid-in capital	1,071,395	939,310
Accumulated other comprehensive income (loss)	125	(2,698)
Accumulated deficit	(570,764)	(358,544)
Total stockholders' equity	500,764	578,075
Total liabilities and stockholders' equity	<u>\$ 628,555</u>	<u>\$ 638,800</u>

See accompanying notes.

Avidity Biosciences, Inc.
Statements of Operations and Comprehensive Loss
(in thousands, except per share data)

	Year Ended December 31,		
	2023	2022	2021
Collaboration revenue	\$ 9,560	\$ 9,224	\$ 9,326
Operating expenses:			
Research and development	190,968	150,404	101,182
General and administrative	54,190	37,733	26,195
Total operating expenses	245,158	188,137	127,377
Loss from operations	(235,598)	(178,913)	(118,051)
Other income (expense):			
Interest income	23,972	4,975	104
Other expense	(594)	(57)	(62)
Total other income (expense)	23,378	4,918	42
Net loss	\$ (212,220)	\$ (173,995)	\$ (118,009)
Net loss per share, basic and diluted	\$ (2.91)	\$ (3.34)	\$ (2.85)
Weighted-average shares outstanding, basic and diluted	73,012	52,162	41,428
Other comprehensive loss:			
Net unrealized gains (losses) on marketable securities	2,823	(2,511)	(182)
Comprehensive loss	\$ (209,397)	\$ (176,506)	\$ (118,191)

See accompanying notes.

Avidity Biosciences, Inc.
Statements of Stockholders' Equity
(in thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balance at December 31, 2020	37,569	\$ 4	\$ 372,764	\$ (5)	\$ (66,540)	\$ 306,223
Issuance of common stock in public offerings, net of issuance costs of \$ 11,262	9,980	1	174,676	—	—	174,677
Issuance of common stock upon exercise of stock options	172	—	930	—	—	930
Issuance of common stock under employee stock purchase plan	33	—	709	—	—	709
Vesting of early exercise options	—	—	26	—	—	26
Stock-based compensation	—	—	17,056	—	—	17,056
Net loss	—	—	—	—	(118,009)	(118,009)
Other comprehensive loss	—	—	—	(182)	—	(182)
Balance at December 31, 2021	47,754	\$ 5	\$ 566,161	\$ (187)	\$ (184,549)	\$ 381,430
Issuance of common stock in public offerings, net of issuance costs of \$ 18,230	21,572	2	344,614	—	—	344,616
Issuance of common stock upon exercise of stock options	351	—	470	—	—	470
Issuance of common stock under employee stock purchase plan	91	—	922	—	—	922
Vesting of early exercise options	—	—	4	—	—	4
Stock-based compensation	—	—	27,139	—	—	27,139
Net loss	—	—	—	—	(173,995)	(173,995)
Other comprehensive loss	—	—	—	(2,511)	—	(2,511)
Balance at December 31, 2022	69,768	\$ 7	\$ 939,310	\$ (2,698)	\$ (358,544)	\$ 578,075
Issuance of common stock in a private placement, net of issuance costs of \$ 74 and allocation to deferred revenues (Note 5)	5,075	1	31,189	—	—	31,190
Issuance of common stock in public offerings, net of issuance costs of \$ 1,385	4,107	—	60,547	—	—	60,547
Issuance of common stock upon exercise of stock options	149	—	573	—	—	573
Issuance of common stock under employee stock purchase plan	176	—	1,554	—	—	1,554
Stock-based compensation	—	—	38,222	—	—	38,222
Net loss	—	—	—	—	(212,220)	(212,220)
Other comprehensive income	—	—	—	2,823	—	2,823
			1,071,395			
Balance at December 31, 2023	79,275	\$ 8	\$	\$ 125	\$ (570,764)	\$ 500,764

See accompanying notes.

Avidity Biosciences, Inc.
Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2023	2022	2021
Cash flows from operating activities			
Net loss	\$ (212,220)	\$ (173,995)	\$ (118,009)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	2,101	1,387	639
Stock-based compensation expense	38,222	27,139	17,056
Amortization of premiums and discounts on marketable securities, net	(11,274)	(615)	179
Noncash operating lease costs	2,978	2,749	695
Other non-cash adjustments	—	—	(16)
Changes in operating assets and liabilities:			
Prepaid and other assets	(3,444)	(6,616)	(2,510)
Accounts payable and accrued liabilities	1,769	18,315	6,043
Accrued compensation	3,145	2,250	5,788
Operating lease liabilities	(3,328)	(1,762)	(234)
Deferred revenue	62,987	(5,120)	(4,444)
Net cash used in operating activities	(119,064)	(136,268)	(94,813)
Cash flows from investing activities			
Purchases of marketable securities	(461,002)	(355,837)	(85,357)
Maturities of marketable securities	335,160	168,705	6,580
Purchases of property and equipment	(4,228)	(2,823)	(3,740)
Net cash used in investing activities	(130,070)	(189,955)	(82,517)
Cash flows from financing activities			
Proceeds from issuance of common stock in public offerings, net of issuance costs	60,547	344,779	174,677
Proceeds from issuance of common stock in a private placement, net of issuance costs and allocation to deferred revenues (Note 5)	31,190	—	—
Proceeds from the issuance of common stock under employee incentive equity plans	2,127	1,392	1,639
Net cash provided by financing activities	93,864	346,171	176,316
Net (decrease) increase in cash, cash equivalents and restricted cash	(155,270)	19,948	(1,014)
Cash, cash equivalents and restricted cash at beginning of period	340,647	320,699	321,713
Cash, cash equivalents and restricted cash at end of period	\$ 185,377	\$ 340,647	\$ 320,699
Supplemental schedule of noncash investing and financing activities:			
Right-of-use assets obtained in exchange for operating lease liabilities	\$ 1,741	\$ —	\$ 12,074

See accompanying notes.

Avidity Biosciences, Inc.
Notes to Financial Statements

1. Description of Business and Basis of Presentation

Description of Business

Avidity Biosciences, Inc. (the Company or Avidity) is a biopharmaceutical company committed to delivering a new class of RNA therapeutics called Antibody Oligonucleotide Conjugates (AOCs). The Company's proprietary AOC platform is designed to combine the specificity of monoclonal antibodies with the precision of RNA therapeutics to target the root cause of diseases previously untreatable with such therapeutics.

Liquidity

Since inception, the Company has relied on various means of raising capital, including public offerings, various sales agreements, the sale and issuance of convertible preferred stock, funding under collaboration agreements, and a private placement of common stock. The Company has devoted substantially all of its resources to organizing and staffing the Company, business planning, raising capital, developing its proprietary AOC platform, identifying potential product candidates, establishing its intellectual property portfolio, conducting research, preclinical studies, advancing its clinical programs and providing other general and administrative support for these operations. In addition, the Company has a limited operating history, has incurred operating losses since inception and expects that it will continue to incur net losses into the foreseeable future as it continues the development of its product candidates and development programs. As of December 31, 2023, the Company had an accumulated deficit of \$ 570.8 million and cash, cash equivalents, and marketable securities of \$ 595.4 million.

The Company believes that existing cash, cash equivalents and marketable securities will be sufficient to fund the Company's operations for at least 12 months from the date of the filing of this Form 10-K. The Company plans to finance its future cash needs through equity offerings, debt financings or other capital sources, including potential collaborations, licenses and other similar arrangements. If the Company is not able to secure adequate additional funding, it may be forced to make reductions in spending, extend payment terms with suppliers, liquidate assets where possible, and/or delay or reduce the scope of its planned development programs. Any of these actions could materially harm the Company's business, results of operations, and future prospects.

Basis of Presentation

The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP) and the rules and regulations of the Securities and Exchange Commission (SEC). The financial statements reflect all adjustments which, in the opinion of management, are necessary for a fair presentation of the results for the periods presented. All such adjustments are of a normal and recurring nature. The operating results presented in these financial statements are not necessarily indicative of the results that may be expected for any future periods.

In December 2023, the Company formed Avidity Biosciences Ireland Limited, a wholly-owned subsidiary (the Subsidiary). During 2023, there were no operations in the Subsidiary and there were no assets or liabilities held by the Subsidiary at December 31, 2023.

Immaterial Out of Period Adjustment

During the year ended December 31, 2023, the Company identified an immaterial adjustment to research and development expenses that impacted the Company's previously issued financial statements. Therefore, the Company recorded an out of period adjustment that decreased research and development expenses for the year ended December 31, 2023 by \$ 3.6 million, which related to the year ended December 31, 2022.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in accordance with GAAP requires the Company to make estimates and assumptions that impact the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in the financial statements and accompanying notes. The most significant estimates in the Company's financial statements relate to revenue recognition, stock-based compensation, and accrued research and development costs. Although these estimates are based on the Company's knowledge of current events and actions it may undertake in the future, actual results may ultimately materially differ from these estimates and assumptions.

Cash, Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments with original maturities of 90 days or less from the date of purchase to be cash equivalents. Cash and cash equivalents include cash in readily available checking and money market accounts. Restricted cash represents cash held as collateral for the letter of credit required under the Company's facility lease and is reported as a long-term asset in the accompanying balance sheets. Cash and cash equivalents are considered Level 1 investments.

Marketable Securities

The Company's marketable securities primarily consist of U.S. Government and corporate debt securities. The Company classifies its marketable securities as available-for-sale and records such assets at estimated fair value in the balance sheets, with unrealized gains and losses, if any, reported as a component of other comprehensive income (loss) within the statements of operations and comprehensive loss and as a separate component of stockholders' equity. The Company classifies marketable securities with remaining maturities greater than one year as current assets because such marketable securities are available to fund the Company's current operations. Realized gains and losses are calculated on the specific identification method and recorded as interest income. There were no realized gains and losses recognized during the periods presented.

At each balance sheet date, the Company assesses available-for-sale debt securities in an unrealized loss position to determine whether the unrealized loss or any potential credit losses should be recognized in net income (loss). For available-for-sale debt securities in an unrealized loss position, the Company first assesses whether it intends to sell, or it is more likely than not that it will be required to sell, the security before recovery of its amortized cost basis. If either of the criteria regarding intent or requirement to sell is met, the security's amortized cost basis is written down to fair value through net income (loss). For available-for-sale securities that do not meet the aforementioned criteria, the Company evaluates whether the decline in fair value has resulted from credit losses or other factors. In making this assessment, the Company considers the severity of the impairment, any changes in interest rates, underlying credit ratings and forecasted recovery, among other factors. The credit-related portion of unrealized losses, and any subsequent improvements, are recorded as an allowance in interest income. There have been no impairment or credit losses recognized during the periods presented.

The Company excludes the applicable accrued interest from both the fair value and amortized costs basis of the Company's available-for-sale securities for purposes of identifying and measuring an impairment. Accrued interest receivable on available-for-sale securities is recorded within prepaid and other assets on the balance sheets. The Company made an accounting policy election to (1) not measure an allowance for credit loss for accrued interest receivable, and (2) to write-off any uncollectible accrued interest receivable as a reversal of interest income in a timely manner, which the Company considers to be in the period in which it determines the accrued interest will not be collected.

See Note 4 (Marketable Securities) for further information.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash, cash equivalents and marketable securities. The Company maintains deposits in federally insured financial institutions in excess of federally insured limits. The Company has established guidelines regarding approved investments, credit quality, diversification, liquidity and maturities of investments,

which are designed to maintain safety and liquidity. The Company has not experienced any losses in such accounts and believes it is not exposed to significant risk on its cash balances due to the financial position of the depository institutions in which those deposits are held.

Fair Value of Financial Instruments

Certain assets and liabilities are carried at fair value under GAAP. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Financial assets and liabilities carried at fair value are to be classified and disclosed in one of the following three levels of the fair value hierarchy, of which the first two are considered observable and the last is considered unobservable:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Observable inputs, such as quoted prices in active markets for similar assets or liabilities, quoted prices in markets that are not active for identical or similar assets or liabilities, or other inputs that are observable or can be corroborated by observable market data.
- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

None of the Company's non-financial assets are recorded at fair value on a non-recurring basis. The carrying amounts reflected in the Company's balance sheets for prepaid and other assets and accounts payable and accrued liabilities approximate their fair values due to their short-term nature. The Company recognizes transfers between levels of the fair value hierarchy on the date of the event or change in circumstances that caused the transfer. There have been no transfers into or out of level 3 assets during any of the periods presented.

See Note 3 (Fair Value Measurements) for information on assets measured at fair value.

Property and Equipment, net

Property and equipment, including leasehold improvements, are stated at cost less accumulated depreciation and amortization. Depreciation and amortization are recorded using the straight-line method over the estimated useful lives of the related assets, which ranges from three to five years. Leasehold improvements are amortized on a straight-line basis over the shorter of the estimated useful lives of the assets or the remaining lease term. Repairs and maintenance charges that do not increase the useful life of the assets are charged to operating expenses as incurred.

Impairment of Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset or an asset group may not be recoverable. If such triggering event is determined to have occurred, the asset's or asset group's carrying value is compared to the future undiscounted cash flows expected to be generated. The Company has not recognized any impairment losses in any of the periods presented in these financial statements.

Segment Information

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision-maker (CODM) in making decisions regarding resource allocation and assessing performance. The CODM manages its operations as a single operating segment in the United States for the purposes of assessing performance and making operating decisions.

Revenue Recognition

To date, all the Company's revenue has been derived from collaboration and research agreements. The terms of these arrangements include the following types of payments to the Company: non-refundable, upfront license fees; development, regulatory and commercial milestone payments; payments for research and development services provided by the Company or for manufacturing supply services the Company provides through its contract manufacturers; and royalties on net sales of licensed products.

At the inception of a collaboration arrangement, the Company first assesses whether the contractual arrangement is within the scope of ASC Topic 808, Collaborative Arrangements (ASC 808) to determine whether the arrangement involves a joint operating activity and involves two (or more) parties that are both active participants in the activity and exposed to significant risks and rewards dependent on the commercial success of such activity. Then the Company determines whether the collaboration arrangement in its entirety represents a contract with a customer as defined by ASC Topic 606 (ASC 606). If only a portion of the collaboration arrangement is potentially with a customer, the Company applies the distinct good or service unit-of-account guidance in ASC 606 to determine whether there is a unit of account that should be accounted for under ASC 606.

The Company performs the following steps in determining the appropriate amount of revenue to be recognized as it fulfills its obligations under each of these agreements: (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 applies significant judgment when making estimates and assumptions under these agreements, including (i) evaluating whether contractual obligations represent distinct performance obligations, (ii) the assessment of whether options represent material rights, (iii) determining whether there are observable standalone prices and allocating transaction price to performance obligations within a contract, (iv) assessing whether any licenses are functional or symbolic, (v) determining when performance obligations have been met, and (vi) assessing the recognition of variable consideration. The Company evaluates each performance obligation to determine if it can be satisfied and recognized as revenue at a point in time or over time.

The Company receives payments from its collaborators based on billing schedules established in each contract. Upfront and other payments may require deferral of revenue recognition to a future period until the Company performs its obligations under its research and collaboration arrangements. Amounts are recorded as accounts receivable when the Company's right to consideration is unconditional.

License fees, non-refundable upfront fees, and funding of research activities are considered fixed, while milestone payments are identified as variable consideration and excluded from the transaction price. The Company will recognize revenue for sales-based royalty if and when a subsequent sale occurs.

See Note 5 (Collaboration, License and Research Agreements) for further information.

Research and Development Costs and Accruals

Research and development costs are expensed as incurred and include salaries, benefits and stock-based compensation associated with research and development personnel, third-party research and development expenses, license fees, laboratory supplies, facilities, overhead costs, and consultants. Nonrefundable advance payments for goods and services that will be used in future research and development activities are capitalized and recorded as expense in the period that the Company receives the goods or when services are performed.

The Company has entered into various research and development contracts with research institutions, clinical research organizations, clinical manufacturing organizations and other companies. Payments for these activities are based on the terms of the individual agreements, which may differ from the pattern of costs incurred, and payments made in advance of performance are reflected in the accompanying balance sheets as prepaid and other assets or accrued liabilities. The Company records accruals for estimated costs incurred for ongoing research and development activities. When evaluating the adequacy of the accrued liabilities, the Company analyzes progress of the services, including the phase or completion of events, invoices received, and contracted costs. Significant judgments and estimates may be made in determining the prepaid or accrued balances at the end of any reporting period. Actual results could differ from the Company's estimates.

Upfront and milestone payments to acquire contractual rights to licensed technology are expensed when incurred if there is uncertainty in the Company receiving future economic benefit from the acquired contractual rights. Certain of these contractual rights may require the Company to make additional milestone payments upon initiation of a pivotal trial and the U.S. Food and Drug Administration approval.

Patent Costs

Costs related to filing and pursuing patent applications are recorded as general and administrative expense and expensed as incurred since recoverability of such expenditures is uncertain.

Income Taxes

Income taxes are accounted for using the asset and liability method. The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Deferred tax assets and liabilities are determined based on the differences between the financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Valuation allowances are provided, if based upon the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

When uncertain tax positions exist, the Company recognizes the tax benefit of tax positions to the extent that the benefit would more likely than not be realized assuming examination by the taxing authority. The determination as to whether the tax benefit will more likely than not be realized is based upon the technical merits of the tax position as well as consideration of the available facts and circumstances.

The Company is subject to taxation in the United States and various state jurisdictions. As of December 31, 2023, the Company's tax years since conversion to a corporation in 2019 are subject to examination by taxing authorities.

Leases

The Company determines if an arrangement is a lease at inception. Lease right-of-use assets represent Company's right to use an underlying asset for the lease term and lease liabilities represent Company's obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. The interest rate used to determine the present value of the future lease payments is our incremental borrowing rate, because the interest rate implicit in most of our leases is not readily determinable. The incremental borrowing rate is estimated to approximate the interest rate on a collateralized basis with similar terms and payments, and in similar economic environments. The operating lease right-of-use asset also includes any lease payments made and excludes lease incentives. The lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. Variable lease payments that do not depend on a rate or index, payments associated with non-lease components, and costs related to leases with terms of less than 12 months are expensed as incurred.

Stock-Based Compensation

Stock-based compensation expense is incurred related to stock option and restricted stock grants, and to shares sold under the Employee Stock Purchase Plan (the ESPP).

Stock-based compensation expense for stock option grants is determined using the Black-Scholes-Merton (BSM) option pricing model and is recorded at the estimated fair value of the award as of the grant date and recognized as expense on a straight-line basis over the requisite service period (usually the vesting period) of the stock-based award. Stock-based compensation expense for Restricted Stock Units (RSUs) is recorded at the market price of a share of the Company's stock on the date of grant and is recognized as expense on a straight-line basis over the four-year service period. Stock-based compensation expense for Performance Stock Units (PSUs) is recorded at the market price of a share of the Company's stock on the date of grant and recognized on a straight-line basis over the requisite service periods beginning when the achievement of the

performance condition is determined to be probable. Stock-based compensation expense for employee stock purchases under the Company's ESPP is determined using the BSM option pricing model and is recorded at the estimated fair value of the purchase as of the plan enrollment date and is recognized as expense on a straight-line basis over the applicable six-month ESPP offering period. The estimation of fair value for stock-based compensation requires management to make estimates and judgments about, among other things, the estimated life of options and volatility of the Company's common stock. These judgments directly affect the amount of compensation expense that will be recognized. Forfeitures are accounted for as incurred.

Comprehensive Loss

Comprehensive loss is defined as the change in equity during a period from transactions and other events and circumstances from non-owner sources, including unrealized gains and losses on marketable securities. Comprehensive gains (losses) have been reflected in the statements of operations and comprehensive loss for all periods presented.

Net Loss Per Share

Basic net loss per share is computed by dividing the net loss by the weighted-average number of common shares outstanding for the period, adjusted for the weighted-average number of common shares outstanding that are subject to repurchase or forfeiture. Diluted net loss per share is computed by dividing the net loss by the weighted-average number of common shares and dilutive common stock equivalents outstanding for the period determined using the treasury-stock and if-converted methods. For all periods presented, there is no difference in the number of shares used to calculate basic and diluted shares outstanding as inclusion of the common stock equivalent securities would be anti-dilutive.

Common stock equivalent securities not included in the calculation of diluted net loss per share, because to do so would be anti-dilutive, are as follows (in common stock equivalent shares; in thousands):

	December 31,		
	2023	2022	2021
Common stock options issued and outstanding	12,495	9,352	5,778
Restricted stock units	758	—	—
Performance stock units	750	—	—
ESPP shares pending issuance	12	5	3
Total	14,015	9,357	5,781

Recently Issued Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board (FASB) issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which modifies the disclosure and presentation requirements of reportable segments. The amendments in the update require the disclosure of significant segment expenses that are regularly provided to the CODM and included within each reported measure of segment profit and loss. The amendments also require disclosure of all other segment items by reportable segment and a description of its composition. Additionally, the amendments require disclosure of the title and position of the CODM and an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. Lastly, the amendment requires that a public entity that has a single reportable segment provide all the disclosures required by ASU 2023-07 and all existing segment disclosures in Topic 280. This update is effective for annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. ASU 2023-07 will be applied retrospectively and early adoption is permitted. The Company is currently evaluating the impact that this guidance will have on the presentation of its financial statements and accompanying notes.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which enhances income tax disclosures, primarily through standardization and disaggregation of the income tax rate reconciliation and disaggregation of income taxes paid. ASU 2023-09 is effective for annual periods beginning after December 15, 2024. ASU 2023-09 can be applied either prospectively or

retrospectively and early adoption is permitted. The Company is currently evaluating the impact that this guidance will have on the presentation of its financial statements and accompanying notes.

Recently Adopted Accounting Pronouncements

In June 2016, the FASB issued Accounting Standards Update (ASU 2016-13), Financial Instruments-Credit Losses: Measurement of Credit Losses on Financial Instruments. ASU 2016-13 requires that an entity measure and recognize expected credit losses for financial assets held at amortized cost and replaces the incurred loss impairment methodology, and establishes additional disclosures related to credit risks. ASU 2016-13 also eliminates the concept of “other-than-temporary” impairment when evaluating available-for-sale debt securities and instead focuses on determining whether any impairment is a result of a credit loss or other factors. An entity will recognize an allowance for credit losses on available-for-sale debt securities rather than an other-than-temporary impairment that reduces the cost basis of the investment. The Company adopted ASU 2016-13 on January 1, 2023. The adoption of the new standard did not have a material impact on the Company’s financial statements.

3. Fair Value Measurements

The following tables summarize the Company’s cash equivalents and marketable securities measured at fair value (in thousands):

		Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
As of December 31, 2023	Total			
Marketable securities:				
U.S. Treasury securities	\$ 399,890	\$ 399,890	\$ —	\$ —
U.S. Government agency securities	4,998	—	4,998	—
Negotiable certificates of deposit	5,381	—	5,381	—
Total	<u>\$ 410,269</u>	<u>\$ 399,890</u>	<u>\$ 10,379</u>	<u>\$ —</u>

		Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
As of December 31, 2022	Total			
Cash equivalents:				
U.S. Treasury securities	\$ 2,498	\$ 2,498	\$ —	\$ —
Marketable securities:				
U.S. Treasury securities	244,945	244,945	—	—
U.S. Government agency securities	4,966	—	4,966	—
Negotiable certificates of deposit	4,346	—	4,346	—
Corporate debt securities	16,074	—	16,074	—
Total	<u>\$ 272,829</u>	<u>\$ 247,443</u>	<u>\$ 25,386</u>	<u>\$ —</u>

4. Marketable Securities

The Company's marketable securities, which consist of highly liquid marketable debt securities, are classified as available-for-sale and are stated at fair value. The following tables summarize the Company's marketable securities (in thousands):

As of December 31, 2023	Maturity (in years)	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
U.S. Treasury securities	1 or less	\$ 301,053	\$ 102	\$ (530)	\$ 300,625
U.S. Government agency securities	1 or less	5,000	—	(2)	4,998
Negotiable certificates of deposit	1 or less	4,410	1	(4)	4,407
U.S. Treasury securities	1 - 2	98,701	600	(36)	99,265
Negotiable certificates of deposit	1 - 2	980	—	(6)	974
Total		<u>\$ 410,144</u>	<u>\$ 703</u>	<u>\$ (578)</u>	<u>\$ 410,269</u>

As of December 31, 2022	Maturity (in years)	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
U.S. Treasury securities	1 or less	\$ 230,349	\$ 1	\$ (2,283)	\$ 228,067
U.S. Government agency securities	1 or less	5,000	—	(34)	4,966
Negotiable certificates of deposit	1 or less	3,911	1	(57)	3,855
Corporate debt securities	1 or less	16,360	—	(286)	16,074
U.S. Treasury securities	1 - 2	16,919	—	(41)	16,878
Negotiable certificates of deposit	1 - 2	490	1	—	491
Total		<u>\$ 273,029</u>	<u>\$ 3</u>	<u>\$ (2,701)</u>	<u>\$ 270,331</u>

The unrealized losses on the Company's marketable securities were caused by interest rate increases and resulted in the decrease in market value of these securities. There were no allowances for credit losses at December 31, 2023 and 2022 because (i) the decline in fair value is attributable to changes in interest rates and not credit quality, (ii) the Company does not intend to sell the investments before maturity, and (iii) and it is not more likely than not that the Company will be required to sell the investments before recovery of their amortized cost bases.

The following table summarizes marketable securities in a continuous unrealized loss position for which an allowance for credit losses was not recorded (in thousands):

As of December 31, 2023	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Treasury securities	\$ 214,291	\$ 566	\$ —	\$ —	\$ 214,291	\$ 566
U.S. Government agency securities	4,998	2	—	—	4,998	2
Negotiable certificates of deposit	3,665	10	—	—	3,665	10
Total	<u>\$ 222,954</u>	<u>\$ 578</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 222,954</u>	<u>\$ 578</u>

As of December 31, 2022	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Treasury securities	\$ 178,568	\$ 1,056	\$ 61,377	\$ 1,267	\$ 239,945	\$ 2,323
U.S. Government agency securities	4,966	34	—	—	4,966	34
Corporate debt securities	2,228	21	13,846	265	16,074	286
Negotiable certificates of deposit	726	9	1,903	48	2,629	57
Total	\$ 186,488	\$ 1,120	\$ 77,126	\$ 1,580	\$ 263,614	\$ 2,700

Accrued interest receivable on available-for-sale securities was \$ 2.6 million and \$ 1.3 million at December 31, 2023 and 2022, respectively. We have not written off any accrued interest receivable in any of the periods presented in these financial statements.

5. Collaboration, License and Research Agreements

Research Collaboration and License Agreement and Securities Purchase Agreement with Bristol Myers Squibb Company

In November 2023, the Company entered into (i) a Research Collaboration and License Agreement (the BMS Collaboration Agreement) with Bristol Myers Squibb Company (BMS) to expand on the research with MyoKardia Inc. (MyoKardia) and (ii) a Securities Purchase Agreement (the BMS Purchase Agreement) with BMS for the sale of 5,075,304 shares of the Company's common stock in a private placement transaction. The BMS Collaboration Agreement and the BMS Purchase Agreement are referred to herein as the "BMS Agreements." Under the terms of the BMS Collaboration Agreement, BMS will have the right to select up to five cardiovascular targets (each a "Target") for collaborative research programs under which the Company will utilize its proprietary AOC platform to conduct research and development activities in order to identify, generate, and optimize AOC compounds directed to such Targets with the goal of generating an applicable development candidate. On a Target-by-Target basis, after the Company completes specified research activities in accordance with a research plan, BMS will have the right to develop, manufacture and commercialize such compounds generated during the research term, and products containing such compounds, worldwide. The research and activities conducted under the BMS Collaboration Agreement will be governed by a joint steering committee comprised of representatives from the Company and BMS. Avidity received approximately \$ 100 million upfront, including a \$ 60 million nonrefundable cash payment and approximately \$ 40 million from the sale of Avidity common stock at \$ 7.8813 per share, which included an \$ 8.7 million premium for the per share amount in excess of the fair value at the time of the transaction. Avidity is also eligible to receive up to approximately \$ 1.35 billion in research and development milestone payments, up to approximately \$ 825 million in commercial milestone payments, and tiered royalties from high single digits up to low double-digits on net sales. Avidity is responsible for its own research costs incurred under the agreement, subject to a cumulative spending cap of \$ 40 million. BMS will fund all future clinical development, regulatory and commercialization activities coming from this collaboration.

We have determined that the BMS Agreements should be accounted for separately from the research collaboration with MyoKardia (the MyoKardia Agreement). We identified two distinct units of accounting under the BMS Agreements. The first distinct unit of accounting includes (i) a license to technology and patents; (ii) collaboration services, including research services and technical and regulatory support; and (iii) participation on research oversight committees. The Company has determined that these elements individually are either not capable of being distinct or are not distinct within the context of the contract and, therefore, will account for them as a single distinct performance obligation for purposes of revenue recognition. The second distinct unit of accounting is related to the sale of common stock, which will be accounted for as an issuance of equity at fair value in accordance with the applicable accounting standards. Consideration received related to the premium

on sale of the Company's common stock was allocated to the transaction price for purposes of revenue recognition.

At the time the BMS Agreements were entered into, the fixed and determinable amount related to the first unit of accounting was \$ 68.7 million, which includes the upfront cash payment and premium on sale of the Company's common stock. The Company will recognize revenue using the input method in an amount proportional to the collaboration expenses incurred and the total estimated collaboration expenses over the seven-year period in which it expects to deliver its performance obligation as this method provides the most faithful depiction of the Company's transfer of services under the BMS Agreements. The Company periodically reviews and updates the estimated collaboration expenses, when appropriate, which adjusts the percentage of revenue that is recognized for the period. The remaining \$ 31.3 million was allocated to the second unit of accounting related to the sale of common stock (Note 8).

The initial consideration related to the \$ 60 million cash payment and approximate \$ 40 million sale of common stock was received prior to December 31, 2023. No revenues have been recognized related to the BMS Agreements in 2023.

Research Collaboration and License Agreement with Eli Lilly and Company

In April 2019, the Company entered into a Research Collaboration and License Agreement (the Lilly Agreement) with Eli Lilly and Company (Lilly) for the discovery, development and commercialization of AOC products directed against certain targets in immunology and other select indications on a worldwide basis. Under the Lilly Agreement, the Company granted Lilly an exclusive, worldwide, royalty-bearing license, with the right to sublicense (subject to certain conditions), under the Company's technology to research, develop, manufacture and sell products containing AOCs that are directed to up to six mRNA targets. The Company retains the right to use its technology to perform its obligations under the Lilly Agreement and for all purposes not granted to Lilly. The Company agreed that it will not, itself or with a third party, research, develop, manufacture or commercialize or otherwise exploit any compound or product directed against targets subject to the Lilly Agreement.

In consideration of the rights granted to Lilly under the Lilly Agreement, the Company received a one-time upfront fee of \$ 20.0 million and is eligible to receive up to \$ 60.0 million in development milestone payments, up to \$ 140.0 million in regulatory milestone payments and up to \$ 205.0 million in commercialization milestone payments per target. In addition, Lilly is obligated to reimburse the Company for research expenses, as defined in and incurred under the Lilly Agreement. Lilly is obligated to pay the Company a tiered royalty ranging from the mid-single to low-double digits on worldwide annual net sales of licensed products, subject to specified and capped reductions for the market entry of biosimilar products, loss of patent coverage of licensed products, and for payments owed to third parties for additional rights necessary to commercialize licensed products in the territory. Lilly's royalty obligations and the Lilly Agreement will expire on a licensed product-by-licensed product and country-by-country basis on the later of ten years from the date of the first commercial sale or when there is no longer a valid patent claim covering such licensed product in such country.

The Company has identified multiple promises to deliver goods and services, which include at inception of the agreement: (i) a license to technology and patents, information and know-how; and (ii) collaboration, including research services and technical and regulatory support provided by the Company. At inception, the Company has identified one performance obligation for the promises under the Lilly Agreement since the elements are either not capable of being distinct or are not distinct within the context of the contract. Accordingly, the Company recognizes revenue for the fixed or determinable collaboration in an amount proportional to the collaboration expenses incurred and the total estimated collaboration expenses over the five-year period in which it expects to deliver its performance obligation. The Company periodically reviews and updates the estimated collaboration expenses, when appropriate, which adjusts the percentage of revenue that is recognized for the period. In connection with the Lilly Agreement, the Company recognized revenue of \$ 9.5 million, \$ 9.0 million, and \$ 9.1 million for the years ended December 31, 2023, 2022, and 2021, respectively. Collaboration receivables related to the Lilly Agreement were \$ 0.8 million and \$ 2.1 million as of December 31, 2023 and 2022, respectively, which are included in prepaid and other assets on the balance sheets.

Research Agreement with MyoKardia, Inc.

In December 2020, the Company entered into a research collaboration (the MyoKardia Agreement) with MyoKardia, a wholly-owned subsidiary of BMS, to demonstrate the potential utility of AOCs in cardiac tissue by leveraging MyoKardia's genetic cardiomyopathy platform including, among other aspects, its novel target discovery engine and proprietary cardiac disease models. In connection with the MyoKardia Agreement, the

Company recognized an immaterial amount of revenue in each of the periods presented. Under the terms of the MyoKardia Agreement, in July 2023, BMS as the successor in interest to MyoKardia, exercised its option to negotiate and enter into a License Agreement covering AOCs that modulate the function of cardiovascular targets. The Research Collaboration with MyoKardia was terminated in November 2023 upon execution of the Research Collaboration and License Agreement with BMS.

A reconciliation of the closing balance of deferred revenue related to all collaboration agreements for the years ended December 31, 2023 and 2022 is as follows (in thousands):

Revenue recognized that was included in the balance at the beginning of the period	\$	(4,732)
Balance at December 31, 2021		11,108
Revenue recognized that was included in the balance at the beginning of the period		(4,933)
Balance at December 31, 2022		6,175
Unearned revenue from cash received during the period		68,736
Revenue recognized that was included in the balance at the beginning of the period		(5,648)
Balance at December 31, 2023	\$	69,263

6. Composition of Certain Financial Statement Items

Prepaid and other assets (in thousands)

	December 31,	
	2023	2022
Accounts receivable	\$ 1,105	\$ 2,364
Prepaid assets	7,333	8,340
Interest receivable and other assets	7,518	1,511
Total prepaid and other assets	\$ 15,956	\$ 12,215

Property and equipment, net (in thousands)

	December 31,	
	2023	2022
Laboratory equipment	\$ 11,208	\$ 7,217
Computers and software	127	116
Office furniture and equipment	1,979	1,792
Leasehold improvements	288	249
Property and equipment, gross	13,602	9,374
Less accumulated depreciation and amortization	(5,221)	(3,120)
Total property and equipment, net	\$ 8,381	\$ 6,254

Depreciation and amortization expense related to property and equipment was \$ 2.1 million, \$ 1.4 million, and \$ 0.6 million for the years ended December 31, 2023, 2022, and 2021, respectively.

Accounts payable and accrued liabilities (in thousands)

	December 31,	
	2023	2022
Accounts payable	\$ 8,809	\$ 4,637
Accrued non-clinical liabilities	19,535	22,535
Accrued clinical liabilities	5,997	5,400
Total accounts payable and accrued liabilities	\$ 34,341	\$ 32,572

7. Commitments and Contingencies

Lease Agreements

The Company determines if an arrangement is a finance lease, operating lease or short-term lease at inception. During the periods presented, the Company was party to various non-cancellable office and laboratory space operating leases and short-term leases. Short-term leases are not subject to recognition of an ROU asset or liability or straight-line lease expense requirements.

As of December 31, 2023, the Company's ROU assets and liabilities related to the operating lease for the Company headquarters are as follows (in thousands):

ROU assets	\$	8,271
Lease liabilities, current portion	\$	3,639
Lease liabilities, net of current portion		6,213
Total lease liabilities	\$	9,852

As of December 31, 2023, maturities of the lease liabilities due under the operating lease are as follows (in thousands):

Year ending December 31,		
2024	\$	3,697
2025		3,854
2026		3,639
Total lease payments		11,190
Less imputed interest		(1,338)
Total operating lease liabilities		9,852
Less lease liabilities, current portion		(3,639)
Lease liabilities, net of current portion	\$	6,213

Other information related to leases was as follows (in thousands):

	Year Ended December 31,					
	2023		2022		2021	
Cash paid included in operating cash flows	\$	3,328	\$	1,762	\$	234
Weighted-average remaining lease term (in years)		2.9		3.9		4.9
Weighted-average discount rate		5.9 %		5.5 %		5.5 %

Lease cost was \$ 3.0 million, \$ 2.7 million and \$ 0.9 million for the years ended December 31, 2023, 2022, and 2021, respectively. Short-term and variable lease costs were immaterial for all periods presented.

Litigation

Liabilities for loss contingencies arising from claims, assessments, litigation, fines, penalties and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. There are no such matters currently outstanding for which any liabilities have been accrued.

Contractual Obligations

The Company enters into contracts in the normal course of business for contract research services, contract manufacturing services, professional services, and other services and products for operating purposes. These contracts may include certain provisions that could require payments for early termination. The amount of any such termination payments will vary depending on the timing of the termination and the specific terms of the

contract. Further, the Company has entered into various contracts to acquire contractual rights to licensed technology, some of which may require the Company to make additional milestone payments upon initiation of a pivotal trial and U.S. Food and Drug Administration approval.

8. Stockholders' Equity

Amended and Restated Certificate of Incorporation

On June 16, 2020, the Company's certificate of incorporation was amended and restated to authorize 400,000,000 shares of common stock and 40,000,000 shares of undesignated preferred stock, each with a par value of \$ 0.0001 per share. There was no preferred stock outstanding as of December 31, 2023, 2022, or 2021.

Common Stock

On June 16, 2020, the Company completed its IPO in which it sold 16,560,000 shares of common stock at an offering price of \$ 18.00 per share. Proceeds from the IPO, net of underwriting discounts, commissions and offering costs of \$ 24.0 million, were \$ 274.1 million.

On July 2, 2021, the Company entered into a sales agreement (the 2021 Sales Agreement) with Cowen and Company, LLC (the Sales Agent), under which the Company may, from time to time, sell shares of its common stock having an aggregate offering price of up to \$ 150.0 million through the Sales Agent. Sales of the Company's common stock made pursuant to the 2021 Sales Agreement are made under the Company's shelf registration statement on Form S-3, which became automatically effective upon filing on July 2, 2021 (the Shelf Registration Statement). On November 8, 2022, the Company entered into a sales agreement (the 2022 Sales Agreement) with the Sales Agent, with substantially similar terms as the 2021 Sales Agreement (collectively the Sales Agreements). Under the 2022 Sales Agreement, the Company may, from time to time, sell shares of its common stock having an aggregate offering price of up to \$ 200.0 million through the Sales Agent. Sales of the shares of common stock, if any, will be made at prevailing market prices at the time of sale, or as otherwise agreed with the Sales Agent. The Company is not obligated to sell, and the Sales Agent is not obligated to buy or sell, any shares of common stock under the 2022 Sales Agreement. Upon entry into the 2022 Sales Agreement, the 2021 Sales Agreement was terminated. During the years ended December 31, 2023 and 2022, the Company sold 4,107,810 and 7,771,812 shares of its common stock, respectively, pursuant to the Sales Agreements and received net proceeds of \$ 60.5 million and \$ 121.1 million, respectively, after deducting offering-related transaction costs and commissions of \$ 1.4 million and \$ 3.7 million, respectively.

On August 6, 2021, the Company completed a public offering of 9,200,000 shares of its common stock at a public offering price of \$ 18.00 per share. The net proceeds from the offering were \$ 155.1 million, after deducting underwriting discounts, commissions and offering costs of \$ 10.5 million. The shares sold in the offering were registered pursuant to the Company's Shelf Registration Statement.

On December 15, 2022, the Company completed a public offering of 13,800,000 shares of its common stock at a public offering price of \$ 17.25 per share. The net proceeds from the offering were \$ 223.8 million, after deducting underwriting discounts, commissions and offering costs of \$ 14.3 million. The shares sold in the offering were registered pursuant to the Company's Shelf Registration Statement.

On November 27, 2023, the Company sold 5,075,304 unregistered shares of its common stock to BMS in a private placement under the terms of the BMS Purchase Agreement. The approximate proceeds related to the sale were \$ 40.0 million of which \$ 31.2 million was recorded as common stock and additional paid in capital, net of issuance costs of \$ 0.1 million, and \$ 8.7 million was recorded as deferred revenue (Note 5). The Company is required to file a registration statement covering these shares with the SEC on or before April 25, 2024.

Equity Incentive Plans

The Company's board of directors adopted, and the company's shareholders approved, the 2013 Equity Incentive Plan (the 2013 Plan) and the 2020 Incentive Award Plan (the 2020 Plan). Under the plans, the Company may grant stock options, restricted stock, dividend equivalents, restricted stock units, stock appreciation rights, and other stock or cash-based awards to individuals who are then employees, officers, non-employee directors or consultants of the Company. The Company ceased granting awards under the 2013 Plan in June 2020 upon adopting the 2020 Plan.

A total of 3,900,000 shares of common stock were initially reserved for issuance under the 2020 Plan. The number of shares of common stock available for issuance under the 2020 Plan will be increased annually on the first day of each fiscal year during the term of the 2020 Plan, beginning with the 2021 fiscal year, by an amount equal to the lesser of (a) 5 % of the shares of common stock outstanding on the final day of the immediately preceding calendar year or (b) such smaller number of shares as determined by the Company's board of directors. At December 31, 2023, 499,402 shares were available for grant under the 2020 Plan, inclusive of 3,500,000 additional shares which were reserved for issuance during the year ended December 31, 2023.

In December 2022, the Company's board of directors adopted the 2022 Employment Inducement Incentive Award Plan (the Inducement Plan). Under the Inducement Plan, the Company may grant non-qualified stock options, restricted stock, restricted stock units, stock appreciation rights, and other stock or cash-based awards to an employee in connection with his or her commencement of employment with the Company or an affiliate. A total of 1,500,000 shares of common stock were reserved for issuance under the Inducement Plan. At December 31, 2023, 737,475 shares were available for grant under the Inducement Plan.

Stock Options

Options granted from the 2013 Plan, 2020 Plan, and the Inducement Plan are exercisable at various dates and will expire no more than ten years from their date of grant. Options generally vest over a four-year period. Prior to the IPO, the exercise price of options was determined by the Company's board of directors. Following the IPO, the Company grants options with an exercise price equal to the fair market value of the Company's stock on the date of the option grant.

Stock option activity in 2023 for employee and non-employee awards and related information is as follows (in thousands, except per share and contractual term data):

	Number of Outstanding Options	Weighted- Average Exercise Price Per Share	Weighted- Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Balance at December 31, 2022	9,352	\$ 15.28		
Granted	4,015	14.47		
Exercised	(149)	3.81		
Forfeited/expired	(723)	19.52		
Balance at December 31, 2023	12,495	\$ 14.91	7.91	\$ 15,833
Vested and expected to vest at December 31, 2023	12,495	\$ 14.91	7.91	\$ 15,833
Exercisable at December 31, 2023	6,246	\$ 14.39	7.11	\$ 13,061

The aggregate intrinsic values presented in the table above were calculated as the difference between the closing price of the Company's common stock at December 31, 2023 and the exercise price of stock options that had strike prices below the closing price.

The following summarizes additional information regarding stock options (in thousands, except per share data):

	Year Ended December 31,		
	2023	2022	2021
Cash received from options exercised	\$ 573	\$ 470	\$ 930
Intrinsic value of options exercised	\$ 2,421	\$ 6,724	\$ 3,436
Weighted-average grant date fair value per share	\$ 10.33	\$ 11.11	\$ 16.78

The total intrinsic values of options exercised were calculated as the difference between the fair value of the Company's common stock at the time of the option exercise and the exercise price of that stock option.

Restricted Stock Units and Performance Stock Units

During the year ended December 31, 2023, under the 2020 Incentive Award Plan and the 2022 Employment Inducement Incentive Award Plan, the Company granted restricted stock units (RSUs) and performance stock units (PSUs) to employees of the Company. PSUs were only granted to the Company's officers.

RSUs are valued at the market price of a share of the Company's stock on the date of grant. RSUs vest ratably on an annual basis over a four-year service period and are payable in shares of common stock on the vesting date. Compensation expense for RSUs is recognized on a straight-line basis over the four-year service period.

The following table summarizes the RSU activity for the year ended December 31, 2023 (in thousands, except per share data):

	Number of Shares	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2022	—	\$ —
Granted	822	18.89
Vested	—	—
Forfeited	(64)	20.78
Unvested at December 31, 2023	758	\$ 18.73

During the year ended December 31, 2023, the Company granted 750,000 PSUs at a weighted-average grant date fair value of \$ 6.57 per share. The PSUs vest upon achievement of certain clinical milestones and continued employment thereafter. The PSUs have a two-year term and any unvested awards at the end of the term will be forfeited. Compensation expense for PSUs is recognized on a straight-line basis over the requisite service periods when the achievement of the performance condition is determined to be probable. If a performance condition is not determined to be probable or is not met, no stock-based compensation expense is recognized, and any previously recognized expense is reversed.

As of December 31, 2023, no PSUs were vested and no stock-based compensation expense was recognized as the performance conditions were not deemed probable.

Employee Stock Purchase Plan

In June 2020, the Company adopted the ESPP, which permits participants to contribute up to 15 % of their eligible compensation during defined rolling six-month offering periods to purchase the Company's common stock. The purchase price of the shares will be 85 % of the lower of the fair market value of the Company's common stock on the first day of trading of the offering period or on the applicable purchase date. The Company issued 175,511 , 90,535 , and 33,147 shares of common stock under the ESPP during the years ended December 31, 2023, 2022, and 2021, respectively. The Company had an outstanding liability of \$ 0.1 million at December 31, 2023, which is included in accounts payable and accrued liabilities on the balance sheet, for employee contributions to the ESPP for shares pending issuance at the end of the current offering period. As of December 31, 2023, 372,517 shares of common stock were available for issuance under the ESPP.

Stock-Based Compensation Expense

The assumptions used in the Black-Scholes model to determine the fair value of stock option grants and shares purchasable under the ESPP were as follows:

	Options			ESPP		
	Year Ended December 31,			Year Ended December 31,		
	2023	2022	2021	2023	2022	2021
Risk-free interest rate	3.5 % - 4.9 %	1.5 % - 4.2 %	0.5 % - 1.3 %	5.4 %	2.2 % - 4.7 %	0.1 %
Expected volatility	78 % - 82 %	85 %	86 % - 88 %	68 % - 76 %	78 % - 79 %	69 % - 75 %
Expected term (in years)	5.5 - 6.1	5.5 - 6.1	5.5 - 6.1	0.5	0.5	0.5
Expected dividend yield	— %	— %	— %	— %	— %	— %

Risk-Free Interest Rate. The Company bases the risk-free interest rate assumption for equity awards on the rates for U.S. Treasury zero-coupon bonds with maturities similar to those of the expected term of the award being valued.

Expected Volatility. The expected volatility of stock options is estimated based on the average historical volatilities of common stock of comparable publicly traded companies and the Company's own volatility. The comparable companies are chosen based on their size and stage in the life cycle. The Company will continue to apply this process until a sufficient amount of historical information regarding the volatility of its own stock price becomes available. Prior to 2023, the Company exclusively used peer group companies to determine expected volatility. The expected volatility for employee stock purchases under the ESPP is based on the Company's own historical volatility for the prior six months to conform with the six-month ESPP offering period.

Expected Term. The Company's limited option exercise history does not provide a reasonable basis for estimating expected term, therefore the Company has estimated the expected life of its stock options using the simplified method, whereby the expected life equals the average of the vesting term and the original contractual term of the option. The expected life assumption for employee stock purchases under the ESPP is six months to conform with the six-month ESPP offering period.

Expected Dividend Yield. The Company's expected dividend yield assumption is zero as it has never paid dividends and has no present intention to do so in the future.

The allocation of stock-based compensation expense was as follows (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Research and development expense	\$ 22,007	\$ 15,222	\$ 9,228
General and administrative expense	16,215	11,917	7,828
Total stock-based compensation expense	\$ 38,222	\$ 27,139	\$ 17,056

As of December 31, 2023, the unrecognized compensation cost related to outstanding time-based options and RSUs was \$ 66.0 million and \$ 11.1 million, respectively, which is expected to be recognized over a weighted-average period of 2.5 years and 3.2 years, respectively. Unrecognized compensation cost related to PSUs, which the Company has concluded are not probable of vesting, was \$ 4.9 million. As of December 31, 2023, the unrecognized compensation cost related to stock purchase rights under the ESPP was \$ 0.4 million, which is expected to be recognized over a weighted-average period of 0.5 years.

9. Income Taxes

The Company was treated as a partnership for U.S. federal income tax purposes until its conversion to a corporation on March 31, 2019. The Company had deferred tax assets in existence on March 31, 2019 when the Company became a corporation for U.S. federal income tax purposes. Deferred tax assets were not recognized due to the uncertainty that such assets will be realized. The Company retained the valuation allowance on the deferred tax assets at December 31, 2019.

No provision for income taxes was recorded for the years ended December 31, 2023, 2022, and 2021.

A reconciliation of the federal statutory income tax rate and the Company's effective income tax rate is as follows (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Income tax expense (benefit) at statutory rates	\$ (44,566)	\$ (36,539)	\$ (24,784)
State income tax, net of federal benefit	(5,882)	(11,821)	(7,868)
Permanent items	342	1,078	210
Reserve for uncertain tax positions	5,993	2,583	1,170
Research and development tax credits	(24,054)	(9,983)	(4,792)
Valuation allowance	62,004	54,093	35,326
Stock-based compensation	3,331	492	828
Rate adjustment	2,526	(5)	(2)
Other	306	102	(88)
Income tax expense (benefit)	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

Significant components of the Company's deferred tax assets as of December 31, 2023, and 2022 are shown below (in thousands):

	December 31,	
	2023	2022
Deferred tax assets:		
Net operating loss carryforwards	\$ 72,658	\$ 56,854
Section 174 R&E capitalization	52,085	25,039
Research and development tax credits	31,053	12,947
Deferred revenue	125	1,762
Accrued expenses	2,809	3,909
Intangibles and fixed assets	1,265	1,822
Lease liabilities	2,342	3,000
Stock-based compensation	12,451	8,614
Total deferred tax assets	174,788	113,947
Less valuation allowance	(172,822)	(111,489)
Net deferred tax assets	1,966	2,458
Deferred tax liabilities:		
Right-of-use assets	(1,966)	(2,458)
Total deferred tax liabilities	(1,966)	(2,458)
Net deferred tax assets	<u>\$ —</u>	<u>\$ —</u>

The Company has established a valuation allowance against its net deferred tax assets due to the uncertainty that such assets will be realized. The Company periodically evaluates the recoverability of the deferred tax assets. At such time as it is determined that it is more likely than not that the deferred tax assets will be realizable, the valuation allowance will be released. The change in the valuation allowance was an increase of \$ 61.3 million and \$ 54.8 million for the years ended December 31, 2023 and 2022, respectively.

At December 31, 2023, the Company had federal and state net operating loss (NOL) carryforwards of \$ 226.9 million and \$ 355.0 million, respectively. The federal NOL carryforwards will carryforward indefinitely and can offset 80% of future taxable income each year, and the state NOLs begin to expire in 2039 unless previously utilized.

At December 31, 2023, the Company had federal and state research and development tax credits of approximately \$ 11.7 million and \$ 8.8 million, respectively. The federal research and development tax credits

begin to expire in 2039 unless previously utilized, and the California state credits carry forward indefinitely. At December 31, 2023, the Company had federal orphan drug tax credits of \$ 22.8 million, which begin to expire in 2041.

Pursuant to Section 382 and Section 383 of the Internal Revenue Code of 1986, as amended (the "Code"), the Company's ability to use NOL and R&D tax credit carryforwards ("tax attribute carryforwards") to offset future taxable income is limited if the Company experiences a cumulative change in ownership by certain stockholders or groups of stockholders of more than 50 percentage points within a three-year testing period. The Company has not completed an ownership change analysis pursuant to Code Section 382 and therefore has established a valuation allowance as the realization of such deferred asset has not met the more likely than not threshold requirement. If ownership changes within the meaning of Code Section 382 have occurred, the amount of remaining tax attribute carryforwards available to offset future taxable income and income taxes in future years may be significantly restricted or eliminated. Further, the Company's deferred tax assets, along with the corresponding valuation allowance, associated with such tax attributes could be significantly reduced upon an ownership change within the meaning of Code Section 382. Due to the existence of the valuation allowance, changes in the Company's deferred tax assets from any such limitation will not impact the Company's effective tax rate.

The following table summarizes the activity related to the Company's gross unrecognized tax benefits for the years ended December 31, 2023, 2022 and 2021 (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Gross unrecognized tax benefits at the beginning of the year	\$ 4,771	\$ 1,996	\$ 671
Increases related to current year positions	6,156	2,614	1,283
Increases related to prior year positions	122	161	42
Gross unrecognized tax benefits at the end of the year	<u>\$ 11,049</u>	<u>\$ 4,771</u>	<u>\$ 1,996</u>

The unrecognized tax benefit amounts are reflected in the determination of the Company's deferred tax assets. If recognized, none of these amounts would affect the Company's effective tax rate, since it would be offset by a corresponding adjustment to the deferred tax asset valuation allowance. The Company does not foresee material changes to its liability for uncertain tax benefits within the next twelve months.

The Company's policy is to recognize interest and/or penalties related to income tax matters in income tax expense. The Company had no accrual for interest or penalties as of December 31, 2023 or 2022.

As of December 31, 2023, the Company's tax years since conversion to a corporation in 2019 are subject to examination by U.S. federal and various state taxing authorities.

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference			Field Herewith
		Form	Date	Number	
3.1	Amended and Restated Certificate of Incorporation.	8-K	6/16/2020	3.1	
3.2	Amended and Restated Bylaws.	8-K	12/13/2023	3.1	
4.1	Form of Common Stock Certificate.	S-1	5/22/2020	4.1	
4.2	Description of Registrant's Securities	10-K	3/15/2021	4.3	
10.1#	Avidity Biosciences, Inc. 2013 Amended and Restated Equity Incentive Plan, including form of stock option grant notice and stock option agreement thereunder.	S-1	5/22/2020	10.1	
10.2#	Avidity Biosciences, Inc. 2020 Incentive Award Plan, including forms of grant notices and agreements thereunder.				X
10.3#	Avidity Biosciences, Inc. 2020 Employee Stock Purchase Plan.	S-1/A	6/8/2020	10.3	
10.4#	Amended and Restated Non-Employee Director Compensation Program.	10-Q	5/9/2023	10.1	
10.5#	Avidity Biosciences, Inc. 2022 Employment Inducement Incentive Award Plan, including form of stock option grant notice and stock option agreement and form of restricted stock unit grant notice and restricted stock unit agreement thereunder.	10-K	2/28/2023	10.5	
10.6#	Employment Letter Agreement, dated May 15, 2020, by and between Sarah Boyce and the Registrant.	S-1	5/22/2020	10.5	
10.7#	Employment Letter Agreement, dated February 23, 2023, by and between Arthur A. Levin, Ph.D. and the Registrant.	10-K	2/28/2023	10.7	
10.8#	Employment Letter Agreement, dated May 14, 2020, by and between Michael F. MacLean and the Registrant.	S-1	5/22/2020	10.8	
10.9#	Employment Agreement, dated August 14, 2020, by and between Teresa McCarthy and the Registrant.	10-Q	5/10/2022	10.1	
10.10#	Employment Agreement, dated December 8, 2020, by and between W. Michael Flanagan, Ph.D. and the Registrant.	10-K	3/15/2021	10.10	
10.11#	Form of Indemnification Agreement for Directors and Officers.	S-1	5/22/2020	10.11	

[Table of Contents](#)

10.12†	Research Collaboration and License Agreement, dated April 17, 2019, by and between Eli Lilly and Company and the Registrant.	S-1	5/22/2020	10.12	
10.13†	Research Collaboration and License Agreement, dated November 27, 2023, by and between Bristol-Myers Squibb Company and the Registrant.				X
10.14†	Securities Purchase Agreement, dated November 27, 2023, by and between Bristol-Myers Squibb Company and the Registrant.				X
10.15	Amended and Restated Lease Agreement, dated December 18, 2020, by and between ARE-SD Region No. 44, LLC and the Registrant.	10-K	3/15/2021	10.14	
10.17	Sales Agreement, dated November 8, 2022, between Avidity Biosciences, Inc. and Cowen and Company, LLC	10-Q	11/8/2022	10.1	
21.1	Subsidiaries of the Registrant.				X
23.1	Consent of BDO USA, P.C., independent registered public accounting firm.				X
31.1	Certification of Chief Executive Officer of Avidity Biosciences, Inc., as required by Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended.				X
31.2	Certification of Chief Financial Officer of Avidity Biosciences, Inc., as required by Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended.				X
32.1*	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
32.2*	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
97.1	Avidity Biosciences, Inc. Policy for Recovery of Erroneously Awarded Compensation.				X

[Table of Contents](#)

101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.	X
101.SCH	Inline XBRL Taxonomy Extension Schema Document	X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	X
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)	X

Indicates management contract or compensatory plan.

† Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit have been omitted by means of marking such portions with asterisks as the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

* These certifications are being furnished solely to accompany this annual report pursuant to 18 U.S.C. Section 1350, and are not being filed for purposes of Section 18 of the Securities Exchange Act of 1934 and are not to be incorporated by reference into any filing of the Registrant, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this annual report to be signed on its behalf by the undersigned, thereunto duly authorized.

AVIDITY BIOSCIENCES, INC.

/s/ Sarah Boyce

Sarah Boyce

President and Chief Executive Officer

Date: February 28, 2024

Pursuant to the requirements of the Securities Exchange Act of 1934, this annual report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Sarah Boyce Sarah Boyce	President, Chief Executive Officer and Director (Principal Executive Officer)	February 28, 2024
/s/ Michael F. MacLean Michael F. MacLean	Chief Financial and Chief Business Officer (Principal Financial and Accounting Officer)	February 28, 2024
/s/ Troy Wilson Troy Wilson, Ph.D., J.D.	Chair of the Board of Directors	February 28, 2024
/s/ Carsten Boess Carsten Boess	Director	February 28, 2024
/s/ Noreen Henig Noreen Henig, M.D.	Director	February 28, 2024
/s/ Edward Kaye Edward Kaye, M.D.	Director	February 28, 2024
/s/ Jean Kim Jean Kim	Director	February 28, 2024
/s/ Arthur A. Levin Arthur A. Levin	Director	February 28, 2024
/s/ Tamar Thompson Tamar Thompson	Director	February 28, 2024

AVIDITY BIOSCIENCES, INC.
2020 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. 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 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 may delegate any or all of its powers under the Plan to one or more Committees or officers of the Company or any of its Subsidiaries. The Board may abolish any Committee 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 under Section 10.3, the Company will cease granting awards under the Prior Plan; however, Prior Plan Awards will remain subject to the terms of the applicable 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 Prior Plan Award expires, lapses or is terminated, exchanged for 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 (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 or Prior Plan Awards shall not count against the Overall Share Limit.

4.3 Incentive Stock Option Limitations. Notwithstanding anything to the contrary herein, no more than 40,000,000 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 or Directors prior to such acquisition or combination.

4.5 Non-Employee Director Compensation. Notwithstanding any provision to the contrary in the Plan, 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, provided that the sum of any cash compensation, or other compensation, and the value (determined as of the grant date in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) of Awards granted to a non-employee Director as compensation for services as a non-employee Director during any fiscal year of the Company may not exceed \$750,000 increased to \$1,000,000 in the fiscal year of a non-employee Director's initial service as a non-employee Director. The Administrator may make exceptions to this limit for individual non-employee Directors in extraordinary circumstances, as the 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.

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. The Administrator will determine the number of Shares covered by each Option and Stock Appreciation Right, the exercise price of each Option and Stock Appreciation Right and the conditions and limitations applicable to the exercise of each Option and Stock Appreciation Right. 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. The exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option or Stock Appreciation Right.

5.3 Duration. Each Option or Stock Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that the term of an Option or Stock Appreciation Right will not exceed ten years. Notwithstanding the foregoing and unless determined otherwise by the Company, in the event that on the last business day of the term of an Option or Stock Appreciation Right (other than an Incentive Stock Option) (i) the exercise of the Option or Stock Appreciation Right is prohibited by Applicable Law, as determined by the Company, or (ii) Shares may not be purchased or sold by the applicable Participant due to any Company insider trading policy (including blackout periods) or a "lock-up" agreement undertaken in connection with an issuance of securities by the Company, the term of the Option or Stock Appreciation Right shall be extended until the date that is thirty days after the end of the legal prohibition, black-out period or lock-up agreement, as determined by the Company; provided, however, in no event shall the extension last beyond the ten year term of the applicable Option or Stock Appreciation Right. Notwithstanding the foregoing, 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. In addition, if, prior to the end of the term of an Option or Stock Appreciation Right, the Participant is given notice by the Company or any of its Subsidiaries of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause, and the effective date of such Termination of Service is subsequent to the date of the delivery of such notice, the right of the Participant and the Participant's transferees to exercise any Option or Stock Appreciation Right issued to the Participant shall be suspended from the time of the delivery of such notice until the earlier of (i) such time as it is determined or otherwise agreed that the Participant's service as a Service Provider will not be terminated for Cause as provided in such notice or (ii) the effective date of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause (in which case the right of the Participant and the Participant's transferees to exercise any Option or Stock Appreciation Right issued to the Participant will terminate immediately upon the effective date of such termination of Service).

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.

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. The Administrator will determine and set forth in the Award Agreement the terms and conditions for each Restricted Stock and Restricted Stock Unit Award, subject to the conditions and limitations contained in the Plan.

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.

(c) Dividend Equivalents. If the Administrator provides, a grant of Restricted Stock Units may provide a Participant with the right to receive Dividend Equivalents. 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 Restricted Stock Units with respect to which the Dividend Equivalents are granted and subject to other terms and conditions as set forth in the Award Agreement.

ARTICLE VII. 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. Subject to the provisions of the Plan, the Administrator will determine the terms and conditions of each Other Stock or Cash Based Award, including any purchase price, performance goal (which may be based on the Performance Criteria), transfer restrictions, and vesting conditions, which will be set forth in the applicable Award Agreement.

ARTICLE VIII.
ADJUSTMENTS FOR CHANGES IN COMMON STOCK
AND CERTAIN OTHER EVENTS

8.1 Equity Restructuring. 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 of 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) and either automatically or upon the Participant's request, 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;

(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 of Common Stock (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 hereof 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), 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 of Control Notwithstanding the provisions of Section 8.2, if a Change of 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, immediately prior to the Change of Control, such Awards may 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 of Control in exchange for the right to receive the Change of 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 of 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 of 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 of 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 of Control is equal to or less than zero, then such Award may be terminated without payment. The Administrator shall determine whether an Assumption of an Award has occurred in connection with a Change of 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 of Common Stock, 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 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 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. 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, 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 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 on the date of delivery, (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 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 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 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 of Control) of Shares acquired under the Option made within (i) two years from the grant date of the Option or (ii) one 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.

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. The Company 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.

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 day prior to the Public Trading Date and will remain in effect until the tenth anniversary of the earlier of (i) the date the Board adopted the Plan or (ii) the date the Company's stockholders approved the Plan, but Awards previously granted may extend beyond that date in accordance with the Plan. If the Plan is not approved by the Company's stockholders, the Plan will not become effective, no Awards will be granted under the Plan and the Prior Plan will continue in full force and effect in accordance with its terms. 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.

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-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-month period or as soon as administratively practicable thereafter (without interest). Any payments of “nonqualified deferred compensation” under such Award payable more than six months following the Participant’s “separation from service” will be paid at the time or times the payments are otherwise scheduled to be made.

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 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 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, 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 10.9 in writing, without cost, by contacting the local human resources representative. 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 if the Participant refuses or withdraws the consents in this Section 10.9. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

10.10 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.

10.11 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.

10.12 Governing Law. 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.

10.13 Claw-back Provisions. All Awards (including, without limitation, 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) as and to the extent set forth in such claw-back policy or the Award Agreement.

10.14 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.

10.15 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.

10.16 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.

10.17 Broker-Assisted Sales. 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 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 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**” with respect to a Participant, means “Cause” (or any term of similar effect) as defined in such Participant’s employment or consulting agreement with the Company if such an agreement exists and contains a definition of Cause (or term of similar effect), or, if no such agreement exists or such agreement does not contain a definition of Cause (or term of similar effect), then Cause shall include, but not be limited to: (i) the Participant’s unauthorized use or disclosure of confidential information or trade secrets of the Company or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company or any willful breach of a written agreement or covenant between the Participant and the Company, including without limitation a material breach of any employment, confidentiality, non-compete, non-solicit or similar agreement; (ii) the Participant’s commission of, indictment for or the entry of a plea of guilty or *nolo contendere* by the Participant to, a felony under the laws of the United States or any state thereof or any crime involving dishonesty or moral turpitude (or any similar crime in any jurisdiction outside the United States); (iii) the Participant’s gross negligence or willful misconduct or the Participant’s willful or repeated failure or refusal to substantially perform duties and responsibilities to the Company or deliberate violation of a Company policy; (iv) any act of fraud, embezzlement, misappropriation or dishonesty committed by the Participant against the Company; or (v) any acts, omissions or statements by a Participant which the Company reasonably determines to be materially detrimental or damaging to the reputation, operations, prospects or business relations of the Company.

11.7 “**Change of 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 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-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, if a Change of 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 of 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 of Control has occurred pursuant to the above definition, the date of the occurrence of such Change of Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change of 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 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 Avidity Biosciences, Inc., a Delaware corporation, or any successor.

11.12 "**Consultant**" means any person, including any adviser, engaged by the Company or its parent or Subsidiary to render services to such entity if the consultant or adviser: (a) renders bona fide services to the Company; (b) renders services not in connection with the offer or sale of securities in a capital-raising transaction and does not directly or indirectly promote or maintain a market for the Company's securities; and (c) is a natural person.

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, as determined by the Administrator, 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 of Common Stock (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 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) without an established market for the Common Stock, the Administrator will determine the Fair Market Value in its discretion. Notwithstanding the foregoing, with respect to any Award granted on the pricing date of the Company's initial public offering, the Fair Market Value shall mean the initial public offering price of a Share as set forth in the Company's final prospectus relating to its initial public offering filed with the Securities and Exchange Commission.

11.21 **"Good Reason"** means (a) if a Participant is a party to a written employment or consulting agreement with the Company or any of its Subsidiaries or an Award Agreement in which the term "good reason" is defined, "Good Reason" as defined in such agreement, and (b) if no such agreement exists, (i) a change in the Participant's position with the Company (or its Subsidiary employing the Participant) that materially reduces the Participant's authority, duties or responsibilities or the level of management to which he or she reports; provided that it shall not constitute Good Reason if such reduction is a mere change of title alone or change in reporting relationship, (ii) a material diminution in the Participant's base compensation or retainer, unless pursuant to a salary or retainer reduction program applicable generally to the Company's similarly situated personnel, or (iii) a relocation of the Participant's place of employment or service by more than fifty miles, provided that such change, reduction or relocation is effected by the Company (or its Subsidiary employing or engaging the Participant) without the Participant's consent. Participant shall only be deemed to have resigned for Good Reason pursuant to the foregoing definition if (x) the Company is given written notice from the Participant within thirty days following the first occurrence of the condition that the Participant considers to constitute Good Reason describing the condition and the Company fails to satisfactorily remedy such condition within thirty days following such written notice, and (y) the Participant terminates employment within ninety days following the end of the period within which the Company was entitled to remedy the condition constituting Good Reason but failed to do so.

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 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 (a) 3,900,000 Shares; (b) 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 added to the Overall Share Limit pursuant to clause (b) shall not exceed 2,759,284 shares of Common Stock); and (c) an annual increase on the first day of each calendar year beginning January 1, 2021 and ending on and including January 1, 2030, equal to the lesser of (i) 5% of the aggregate number of shares of Common Stock outstanding on the final day of the immediately preceding calendar year and (ii) such smaller number of Shares as is determined by the Board.

11.28 **"Participant"** means a Service Provider who has been granted an Award.

11.29 **"Performance Criteria"** mean 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 resources management; 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. The Committee may provide for exclusion of the impact of an event or occurrence which the Committee determines should appropriately be excluded, including, but not limited to (a) restructurings, discontinued operations, extraordinary items, and other unusual, infrequently occurring or non-recurring charges or events, (b) asset write-downs, (c) litigation or claim judgments or settlements, (d) acquisitions or divestitures, (e) reorganization or change in the corporate structure or capital structure of the Company, (f) an event either not directly related to the operations of the Company, Subsidiary, division, business segment or business unit or not within the reasonable control of management, (g) foreign exchange gains and losses, (h) a change in the fiscal year of the Company, (i) the refinancing or repurchase of bank loans or debt securities, (j) unbudgeted capital expenditures, (k) the issuance or repurchase of equity securities and other changes in the number of outstanding shares, (l) conversion of some or all of convertible securities to Common Stock, (m) any business interruption event (n) the cumulative effects of tax or accounting changes in accordance with U.S. generally accepted accounting principles, or (o) the effect of changes in other laws or regulatory rules affecting reported results.

11.30 "**Plan**" means this 2020 Incentive Award Plan.

11.31 "**Prior Plan**" means the Amended and Restated Avidity Biosciences, Inc. 2013 Equity Incentive Plan.

11.32 "**Prior Plan Award**" means an award outstanding under the Prior Plan as of the Plan's effective date under Section 10.3.

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 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**" shall mean 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.

* * * *

AVIDITY BIOSCIENCES, INC.

2020 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 2020 Incentive Award Plan (as amended from time to time, the "**Plan**") of Avidity Biosciences, 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:

Grant Date:

Exercise Price per Share:

Shares Subject to the Option:

Final Expiration Date:

Vesting Commencement Date:

[To be specified in individual award agreements]

Vesting Schedule:

Type of Option

☐ Incentive Stock Option ☐ Non-Qualified Stock Option

By Participant's signature below, 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.

AVIDITY BIOSCIENCES, INC.

PARTICIPANT

By: _____
Print Name: _____
Title: _____

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, unless the Administrator otherwise determines, 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.

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; and

(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.

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 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised, in whole or in part, according to the procedures in the Plan at any time prior to the time the Option or portion thereof expires, except that the Option may only be exercised for whole Shares.

3.3 Tax Withholding.

(a) The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax arising in connection with the Option as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company retain Shares otherwise issuable under the Option.

(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 treatment of any tax withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

ARTICLE IV. OTHER PROVISIONS

4.1 Adjustments. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 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.

4.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.4 Conformity to Securities Laws. The 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.

4.5 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.

4.6 Limitations Applicable to Section 16 Persons. 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. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

4.12 Incentive Stock Options. If the Option is designated as an Incentive Stock 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.

(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.

AVIDITY BIOSCIENCES, INC.
2020 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 2020 Incentive Award Plan (as amended from time to time, the "**Plan**") of Avidity Biosciences, 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:	<i>Refer to Award Summary</i>
Grant Date:	<i>Refer to Award Summary</i>
Number of RSUs:	<i>Refer to Award Summary</i>
Vesting Commencement Date:	<i>Refer to Award Summary</i>
Vesting Schedule:	<i>[Insert Vesting Schedule]</i>

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 will be deemed to come from the electronic capitalization system and is considered part of this Grant Notice.

By electronically accepting this document, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. Participant has reviewed the Agreement, the Plan and this Grant Notice 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 this Grant Notice, the Agreement and the Plan. Participant has been provided with a copy or electronic access to a copy of the prospectus for the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or relating to the RSUs. Furthermore, by approving the Agreement and this Grant Notice, the Board hereby approves that this Award is approved under the Company's insider trading policy.

Mandatory Sell-to-Cover: By accepting this Award, Participant understands and agrees that as a condition of the grant of the RSUs, Participant is required to (1) sell that number of Shares determined in accordance with Section 3.1 of the Agreement as may be necessary to satisfy all applicable Tax Withholding Obligations (as defined in the Agreement), and (2) to allow the brokerage firm determined

acceptable to the Company to pay the cash proceeds of such sale(s) to the Company to satisfy such Tax Withholding Obligations. Furthermore, Participant acknowledges that the Company will make a cash payment equal to the Tax Withholding Obligations from the cash proceeds of such sale(s) directly to the appropriate taxing authorities. Participant agrees that he or she has carefully reviewed Section 3.1 of the Agreement and that the representations and warranties set forth therein are accurate and true as of the date hereof.

Internet Availability of Plan Materials: The Company will furnish Plan materials (including the Plan, prospectus, annual report on Form 10-K and proxy statement and other information provided to the Company's stockholders) relating to the Plan to Participant electronically, instead of mailing printed copies of these materials to each person eligible to participate in the plans. This process is designed to expedite Participant's receipt of the plan materials, reduce the costs of printing and distributing these materials, and help conserve natural resources. These materials are available through the Company's electronic capitalization table system (such as E*Trade, Shareworks or Carta) and the annual report on Form 10-K and proxy statement and other information provided to our stockholders is also available on the Company's website at <https://aviditybiosciences.investorroom.com/home>. The Plan is available through the Company's electronic capitalization table system (such as E*Trade, Shareworks or Carta). However, if Participant would prefer to receive printed copies of the Plan materials or information provided to the Company's stockholders without charge, please contact: Avidity Biosciences, Inc., Attn: Stock Administration, 10578 Science Center Drive, Suite 125, San Diego, CA 92121, Telephone: (858) 401-7900.

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

1.1 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. Unless and until the RSUs have vested in accordance with the Vesting Schedule set forth in the Grant Notice, Participant will have no right to any distribution with respect to such RSUs.

1.2 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 (60) 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 Law 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

1.1 Tax Withholding; Mandatory Sell-to-Cover.

(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 will 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 RSUs, the distribution of the Shares issuable with respect thereto, or any other taxable event related to the RSUs (the “**Tax Withholding Obligation**”). Subject to Section 9.5 of the Plan, the Company will 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) (i) Notwithstanding anything to the contrary contained in the Plan or this Section 3.1, the Tax Withholding Obligation shall automatically, and without further action by Participant, be satisfied by having the Company withhold taxes from the proceeds of the sale of the Shares through a mandatory sale arranged by the Company on Participant's behalf. In the event Participant's Tax Withholding Obligation will be satisfied under this Section 3.1(b), then the Company shall instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares, at the then-prevailing market price, from those Shares issuable to Participant upon settlement of the RSUs as is required to generate cash proceeds sufficient to satisfy Participant's Tax Withholding Obligation (with such Tax Withholding Obligation to be calculated based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes as of the date of delivery). Such sale shall occur on the date on which Participant first becomes subject to the Tax Withholding Obligation (or as soon as practicable thereafter), and proceeds from each such sale will be made to the Company as soon as reasonably practicable upon settlement thereof. Participant hereby acknowledges that the broker is under no obligation to arrange for such sale at any particular price, and the proceeds of any such sale pursuant to this provision may not be sufficient to satisfy the Tax Withholding Obligation. Participant hereby appoints the Company as Participant's agent and attorney-in-fact to cooperate and communicate with the broker and to instruct the broker with respect to the number of Shares to be sold under this provision. Participant acknowledges that it may not be possible to sell Shares pursuant to this provision due to (A) a legal or contractual restriction applicable to Participant or to the broker, (B) a market disruption, (C) rules governing order execution priority on the stock exchange on which the Shares are traded, (D) a sale effected pursuant to this provision that fails to comply (or in the reasonable opinion of the broker's counsel is likely not to comply) with Rule 144 under the Securities Act or would result in a short-swing profit under Section 16 of the Exchange Act, or (E) the Company's determination that sales may not be effected under this provision. In the event of the broker's inability to sell Shares, Participant will continue to be responsible for the timely payment to the Company and/or its affiliates of the Tax Withholding Obligation.

(ii) Participant represents that (A) Participant shall have full responsibility for compliance with (1) any reporting requirements under Rule 144 of the Securities Act and Section 13 or 16 of the Exchange Act, (2) the short-swing profit recovery provisions under Section 16 of the Exchange Act, and (3) any federal, state or foreign securities laws or regulations concerning trading while aware of material nonpublic information; and (B) Participant is not subject to any legal, regulatory or contractual restriction or undertaking that would prevent the broker from conducting the sales pursuant to this provision and shall immediately notify the Company if he or she becomes subject to a legal, regulatory or contractual restriction or undertaking that would prevent the broker from making such sales pursuant to this provision.

(iii) Participant acknowledges that: (A) Participant will be responsible for all broker's fees and other costs of sales pursuant to this Section 3.1(b), and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sales or for any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond the broker's or the Company's reasonable control; (B) sales pursuant to this Section 3.1(b) will be made as part of a block trade with other participants of the Plan in which all participants receive an average price; and (C) if the proceeds of a sale pursuant to this Section 3.1(b) exceed the amount owed, the Company will pay such excess in cash to Participant as soon as reasonably practicable. Participant hereby agrees to execute and deliver to the broker any other agreements or documents as the broker reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 3.1(b).

(c) To the extent that the Tax Withholding Obligation is not fully satisfied pursuant to Section 3.1(b) or Section 3.1(b) does not apply, as set forth in Section 9.5 of the Plan, the Company will have the right, but not the obligation, with respect to the Tax Withholding Obligation arising as a result of the vesting, exercise or settlement 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 (with such Tax Withholding Obligation to be calculated based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes as of the date of delivery) (provided, however, that if Participant is subject to Section 16 of the Exchange Act at the time the Tax Withholding Obligation arises, any such action by the Company will require the prior approval of the Administrator) in accordance with Section 9.5 of the Plan.

1.2 Participant Responsibility; No Company Liability. 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 settlement 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.

1.3 Representation. 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. OTHER PROVISIONS

1.1 Award Not Transferable; Other Restrictions. Without limiting the generality of any other provision hereof, the Award will 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, Participant hereby expressly acknowledges that Section 10.8 ("*Lock-Up Period*") and Section 10.13 ("*Claw-back Provisions*") of the Plan are expressly incorporated into this Agreement and are applicable to the Shares issued pursuant to this Agreement.

1.2 Adjustments. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

1.3 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.

1.4 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

1.5 Conformity to Securities Laws. 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.

1.6 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 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.

1.7 Limitations Applicable to Section 16 Persons. 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. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

1.8 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. This Agreement may be amended by the Company in accordance with Section 9.6 of the Plan.

1.9 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.

1.10 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 of this Agreement.

1.11 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.

1.12 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.

1.13 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

1.14 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.

1.15 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 of the Code, and, accordingly, the Shares issuable pursuant to the RSUs hereunder 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 and any Treasury Regulations and other guidance issued thereunder.

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AVIDITY BIOSCIENCES, INC.
2020 INCENTIVE AWARD PLAN

PERFORMANCE RESTRICTED STOCK UNIT GRANT NOTICE

Capitalized terms not specifically defined in this Performance Restricted Stock Unit Grant Notice (the "**Grant Notice**") have the meanings given to them in the 2020 Incentive Award Plan (as amended from time to time, the "**Plan**") of Avidity Biosciences, Inc. (the "**Company**").

The Company hereby grants to the participant listed below ("**Participant**") the Performance Restricted Stock Units described in this Grant Notice (the "**PSUs**"), subject to the terms and conditions of the Plan and the Performance Restricted Stock Unit Agreement attached hereto as **Exhibit A** (the "**Agreement**"), both of which are incorporated into this Grant Notice by reference.

Participant:	<i>Refer to Award Summary</i>
Grant Date:	<i>Refer to Award Summary</i>
Number of PSUs:	<i>Refer to Award Summary</i>
Vesting Commencement Date:	<i>Not Applicable</i>
Vesting Schedule:	The PSUs shall vest as follows, subject to the Participant's continuous status as a Service Provider through the applicable vesting date: • 25% of the PSUs shall vest upon the occurrence of the initiation of the AOC 1001 Phase 3 study, provided such initiation occurs on or before September 11, 2025. • 25% of the PSUs shall vest upon the date that is six (6) months following occurrence of the initiation of the AOC 1001 Phase 3 study, provided such initiation occurs on or before September 11, 2025. • 25% of the PSUs shall be eligible to vest upon complete dose selection for AOC 1020, provided such completion occurs on or before September 11, 2025. • 25% of the PSUs shall be eligible to vest upon the date that is six (6) months following complete dose selection for AOC 1020, provided such completion occurs on or before September 11, 2025.

In addition, the PSUs shall vest in the event of a Change in Control (as defined in the Plan).

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 will be deemed to come from the electronic capitalization system and is considered part of this Grant Notice.

By electronically accepting this document, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. Participant has reviewed the Agreement, the Plan and this Grant Notice 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 this Grant Notice, the Agreement and the Plan. Participant has been provided with a copy or electronic access to a copy of the prospectus for the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or relating to the PSUs. Furthermore, by approving the Agreement and this Grant Notice, the Board hereby approves that this Award is approved under the Company's insider trading policy.

Mandatory Sell-to-Cover: By accepting this Award, Participant understands and agrees that as a condition of the grant of the PSUs, Participant is required to (1) sell that number of Shares determined in accordance with Section 3.1 of the Agreement as may be necessary to satisfy all applicable Tax Withholding Obligations (as defined in the Agreement), and (2) to allow the brokerage firm determined acceptable to the Company to pay the cash proceeds of such sale(s) to the Company to satisfy such Tax Withholding Obligations. Furthermore, Participant acknowledges that the Company will make a cash payment equal to the Tax Withholding Obligations from the cash proceeds of such sale(s) directly to the appropriate taxing authorities. Participant agrees that he or she has carefully reviewed Section 3.1 of the Agreement and that the representations and warranties set forth therein are accurate and true as of the date hereof.

Internet Availability of Plan Materials: The Company will furnish Plan materials (including the Plan, prospectus, annual report on Form 10-K and proxy statement and other information provided to the Company's stockholders) relating to the Plan to Participant electronically, instead of mailing printed copies of these materials to each person eligible to participate in the plans. This process is designed to expedite Participant's receipt of the plan materials, reduce the costs of printing and distributing these materials, and help conserve natural resources. These materials are available through the Company's electronic capitalization table system (such as E*Trade, Shareworks or Carta) and the annual report on Form 10-K and proxy statement and other information provided to our stockholders is also available on the Company's website at <https://aviditybiosciences.investorroom.com/home>. The Plan is available through the Company's electronic capitalization table system (such as E*Trade, Shareworks or Carta). However, if Participant would prefer to receive printed copies of the Plan materials or information provided to the Company's stockholders without charge, please contact: Avidity Biosciences, Inc., Attn: Stock Administration, 10578 Science Center Drive, Suite 125, San Diego, CA 92121, Telephone: (858) 401-7900.

EXHIBIT A

PERFORMANCE 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 PSUs. The Company has granted the PSUs to Participant effective as of the grant date set forth in the Grant Notice (the “**Grant Date**”). Each PSU 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 PSUs have vested.

1.2 Incorporation of Terms of Plan. The PSUs 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 PSUs 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

1.1 Vesting; Forfeiture. The PSUs will vest according to the vesting schedule in the Grant Notice (the “**Vesting Schedule**”), except that any fraction of a PSU that would otherwise be vested will be accumulated and will vest only when a whole PSU has accumulated. Except as provided in the Grant Notice, in the event of Participant’s Termination of Service for any reason, all unvested PSUs 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. Unless and until the PSUs have vested in accordance with the Vesting Schedule set forth in the Grant Notice, Participant will have no right to any distribution with respect to such PSUs.

1.2 Settlement.

(a) PSUs will be paid in Shares as soon as administratively practicable after the vesting of the applicable PSU, but in no event more than sixty (60) 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 Law 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 PSUs 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

1.1 Tax Withholding: Mandatory Sell-to-Cover.

(a) The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the PSUs to Participant or his or her legal representative unless and until Participant or his or her legal representative will 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 PSUs, the distribution of the Shares issuable with respect thereto, or any other taxable event related to the PSUs (the “**Tax Withholding Obligation**”). Subject to Section 9.5 of the Plan, the Company will 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) (i) Notwithstanding anything to the contrary contained in the Plan or this Section 3.1, the Tax Withholding Obligation shall automatically, and without further action by Participant, be satisfied by having the Company withhold taxes from the proceeds of the sale of the Shares through a mandatory sale arranged by the Company on Participant's behalf. In the event Participant's Tax Withholding Obligation will be satisfied under this Section 3.1(b), then the Company shall instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares, at the then-prevailing market price, from those Shares issuable to Participant upon settlement of the PSUs as is required to generate cash proceeds sufficient to satisfy Participant's Tax Withholding Obligation (with such Tax Withholding Obligation to be calculated based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes as of the date of delivery). Such sale shall occur on the date on which Participant first becomes subject to the Tax Withholding Obligation (or as soon as practicable thereafter), and proceeds from each such sale will be made to the Company as soon as reasonably practicable upon settlement thereof. Participant hereby acknowledges that the broker is under no obligation to arrange for such sale at any particular price, and the proceeds of any such sale pursuant to this provision may not be sufficient to satisfy the Tax Withholding Obligation. Participant hereby appoints the Company as Participant's agent and attorney-in-fact to cooperate and communicate with the broker and to instruct the broker with respect to the number of Shares to be sold under this provision. Participant acknowledges that it may not be possible to sell Shares pursuant to this provision due to (A) a legal or contractual restriction applicable to Participant or to the broker, (B) a market disruption, (C) rules governing order execution priority on the stock exchange on which the Shares are traded, (D) a sale effected pursuant to this provision that fails to comply (or in the reasonable opinion of the broker's counsel is likely not to comply) with Rule 144 under the Securities Act or would result in a short-swing profit under Section 16 of the Exchange Act, or (E) the Company's determination that sales may not be effected under this provision. In the event of the broker's inability to sell Shares, Participant will continue to be responsible for the timely payment to the Company and/or its affiliates of the Tax Withholding Obligation.

(ii) Participant represents that (A) Participant shall have full responsibility for compliance with (1) any reporting requirements under Rule 144 of the Securities Act and Section 13 or 16 of the Exchange Act, (2) the short-swing profit recovery provisions under Section 16 of the Exchange Act, and (3) any federal, state or foreign securities laws or regulations concerning trading while aware of material nonpublic information; and (B) Participant is not subject to any legal, regulatory or contractual restriction or undertaking that would prevent the broker from conducting the sales pursuant to this provision and shall immediately notify the Company if he or she becomes subject to a legal, regulatory or contractual restriction or undertaking that would prevent the broker from making such sales pursuant to this provision.

(iii) Participant acknowledges that: (A) Participant will be responsible for all broker's fees and other costs of sales pursuant to this Section 3.1(b), and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sales or for any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond the broker's or the Company's reasonable control; (B) sales pursuant to this Section 3.1(b) will be made as part of a block trade with other participants of the Plan in which all participants receive an average price; and (C) if the proceeds of a sale pursuant to this Section 3.1(b) exceed the amount owed, the Company will pay such excess in cash to Participant as soon as reasonably practicable. Participant hereby agrees to execute and deliver to the broker any other agreements or documents as the broker reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 3.1(b).

(c) To the extent that the Tax Withholding Obligation is not fully satisfied pursuant to Section 3.1(b) or Section 3.1(b) does not apply, as set forth in Section 9.5 of the Plan, the Company will have the right, but not the obligation, with respect to the Tax Withholding Obligation arising as a result of the vesting, exercise or settlement of the PSUs, 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 PSUs having a then-current fair market value not exceeding the amount necessary to satisfy the Tax Withholding Obligation (with such Tax Withholding Obligation to be calculated based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes as of the date of delivery) (provided, however, that if Participant is subject to Section 16 of the Exchange Act at the time the Tax Withholding Obligation arises, any such action by the Company will require the prior approval of the Administrator) in accordance with Section 9.5 of the Plan.

1.2 Participant Responsibility; No Company Liability. Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the PSUs, regardless of any action the Company or any Subsidiary takes with respect to any Tax Withholding Obligations that arise in connection with the PSUs. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the tax treatment to Participant in connection with the awarding, vesting or settlement of the PSUs or the subsequent sale of Shares. The Company and its Subsidiaries do not commit and are under no obligation to structure the PSUs to reduce or eliminate Participant's tax liability.

1.3 Representation. 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. OTHER PROVISIONS

1.1 Award Not Transferable; Other Restrictions. Without limiting the generality of any other provision hereof, the Award will 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, Participant hereby expressly acknowledges that Section 10.8 ("*Lock-Up Period*") and Section 10.13 ("*Claw-back Provisions*") of the Plan are expressly incorporated into this Agreement and are applicable to the Shares issued pursuant to this Agreement.

1.2 Adjustments. Participant acknowledges that the PSUs and the Shares subject to the PSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

1.3 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.

1.4 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

1.5 Conformity to Securities Laws. 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.

1.6 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 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.

1.7 Limitations Applicable to Section 16 Persons. 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 PSUs 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. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

1.8 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. This Agreement may be amended by the Company in accordance with Section 9.6 of the Plan.

1.9 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.

1.10 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 PSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the PSUs, as and when settled pursuant to the terms of this Agreement.

1.11 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.

1.12 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.

1.13 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

1.14 Governing Law. The provisions of the Plan and all Awards made thereunder, including the PSUs, 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.

1.15 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 of the Code, and, accordingly, the Shares issuable pursuant to the PSUs hereunder 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 PSUs 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 PSUs are no longer subject to substantial risk of forfeiture, as determined in accordance with Section 409A and any Treasury Regulations and other guidance issued thereunder.

* * * * *

*Certain identified information has been excluded from this exhibit because it is both not material and is the type that the registrant treats as private or confidential. Such omitted information has been noted in this document with a placeholder identified by the mark "[**]"*.

RESEARCH COLLABORATION AND LICENSE AGREEMENT

between

AVIDITY BIOSCIENCES, INC.

and

BRISTOL MYERS SQUIBB COMPANY

Dated as of November 27, 2023

TABLE OF CONTENTS

Page

The table of contents is empty. Heading styles must be applied in the document and be selected in the table of contents properties panel.

SCHEDULES

Schedule 1.18	Avidity Platform Patents
Schedule 1.63	Existing Avidity In-License Agreements
Schedule 1.67	Final Offer (Baseball Arbitration)
Schedule 1.92	Licensed Targets
Schedule 1.128	Securities Purchase Agreement
Schedule 2.4.3(a)	Resolution by Expert
Schedule 4.2.1(a)	Initial Research Plan
Schedule 4.2.1(b)	Initial Research Budget
Schedule 8.7	***]
Schedule 10.2.2	Existing Patents

RESEARCH COLLABORATION AND LICENSE AGREEMENT

This Research Collaboration and License Agreement (this "Agreement"), effective as of November 27, 2023 (the "Effective Date"), is entered into by and between Bristol Myers Squibb Company, a Delaware corporation having a place of business at Route 206 and Province Line Road, Lawrenceville, NJ 08540 ("BMS"), and Avidity Biosciences, Inc., a Delaware corporation having a place of business at 10578 Science Center Drive, Suite 125, San Diego, CA 92121 ("Avidity"). BMS and Avidity are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Avidity is a biotechnology company engaged in the research and development of therapeutics based on targeted delivery of antibody oligonucleotide conjugates or AOCs (as defined below);

WHEREAS, BMS is a biopharmaceutical company engaged in the research, development, manufacture, and commercialization of human therapeutic products, including treatments of cardiovascular diseases;

WHEREAS, BMS's subsidiary, MyoKardia, Inc. ("MyoKardia") and Avidity are parties to the Research and Option Agreement dated December 22, 2020, as amended on December 1, 2022 ("Research Agreement") [***];

WHEREAS, BMS and Avidity mutually agree to hereby terminate the Research Agreement in its entirety, and enter into a research collaboration to [***] advance Licensed Compounds (as defined below), upon the terms and conditions set forth herein;

WHEREAS, BMS desires to obtain a license under certain of Avidity's intellectual property for the further research, development, and commercialization of Licensed Products (as defined below), and Avidity desires to grant such a license, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

Unless specifically set forth to the contrary herein, the following terms, whether used in the singular or plural, have the respective meanings set forth below.

1.1 "Additional Avidity Platform Technology" means any proprietary Know-How that comes under the Control of Avidity during the Research Term outside the conduct of Research Collaboration Activities (for clarity, excluding the Initial Avidity Platform Technology) that [***].

1.2 "Additional Licensed Target" means any Target designated as a Licensed Target pursuant to Section 3.3 (Designation of Additional Licensed Targets; Replacement Targets) [***].

1.3 "Affiliate" means, with respect to a Party, any Person that, directly or indirectly (through one or more intermediaries), controls, is controlled by or is under common control with such Party for so long as such Person controls, is controlled by or is under common control with a Party, and regardless of whether such Person is or becomes an Affiliate on or after the Effective Date. For purposes of this definition, "control" and, with correlative meanings, the terms "controlled by" and "under common control with" means (a) the possession, directly or indirectly, of the power to direct the management or policies of a Person, whether through the ownership of voting securities, by contract relating to voting rights or corporate governance, or otherwise; or (b) the ownership, directly or indirectly, of more than 50% of the voting securities or other ownership interest of a Person (or, with respect to a limited partnership or other similar entity, of its general partner or other controlling entity). The Parties

acknowledge that in the case of certain entities organized under the laws of certain countries outside of the United States, the maximum percentage ownership permitted by law for a foreign investor may be less than 50%, and that in such case such lower percentage shall be substituted in the preceding sentence; *provided* that such foreign investor has the power to direct the management or policies of such entity.

1.4 “Antibody” means any antibody or any fragment, variant, derivative or construct thereof, or antibody fusion protein produced therefrom [***].

1.5 “AOC” means [***].

1.6 “Applicable Law” means applicable federal, state, local, national, and supra-national laws, statutes, rules and regulations of a Governmental Authority that may be in effect from time to time during the Term and applicable to a Party (or its Affiliates or agents) and its (or their) particular activity hereunder, including well as GLPs, GCPs and GMPs.

1.7 “Avidity AOC Platform Technology” means (a) the proprietary Know-How within the Avidity Know-How as of the Effective Date consisting of [***]. The Avidity AOC Platform Technology excludes any (A) AOCs or Oligonucleotides and (B) Know-How specifically related to any Licensed Target, Licensed Compound, or Licensed Product, or the composition, formulation, combination, product by process, method of use, manufacture, preparation or administration, or Exploitation of any of the foregoing. For clarity, Avidity AOC Platform Technology does not include any Research Collaboration Inventions.

1.8 “Avidity CoC Competing Product” means, [***].

1.9 “Avidity Competitive Product” means, on an Infeasible Target-by-Infeasible Target, Licensed Target-by-Licensed Target, or Reserved Target-by-Reserved Target basis, any product containing a compound Directed to such Infeasible Target, Licensed Target, or Reserved Target.

1.10 “Avidity Exclusivity Period” means (a) with respect to a given Infeasible Target, expiration of all Research Terms, (b) with respect to a given Licensed Target, the Term applicable to such Licensed Target, and (c) with respect to a given Reserved Target, the period commencing on the Effective Date until the expiration of the Replacement Target End Date.

1.11 “Avidity In-License Agreements” means (a) New Avidity In-License Agreements and (b) the Existing Avidity In-License Agreements.

1.12 “Avidity Know-How” means any and all Know-How that is Controlled by Avidity or any of its Affiliates as of the Effective Date or at any time during the Term (including any Know-How related to a Licensed Target) that is necessary or reasonably useful for the Exploitation of Licensed Compounds or Licensed Products in the Field, including, subject to Section 5.11 (Additional Avidity Platform Technology), Know-How within the Avidity AOC Platform Technology. Notwithstanding the foregoing, Avidity Know-How does not include Avidity's interest in the Research Collaboration Inventions.

1.13 “Avidity Manufacturing Process” means, with respect to a Licensed Compound or Licensed Product, the process used by or on behalf of Avidity to Manufacture such Licensed Compounds or Licensed Products.

1.14 “Avidity Outside Product” means any product comprising or containing any AOC, in each case, researched, developed or commercialized by Avidity or its Affiliate, in each case, directly, or indirectly by or with a Third Party, but excluding any Licensed Compound or Licensed Product.

1.15 “Avidity Patents” means any and all Patents that are Controlled by Avidity or any of its Affiliates as of the Effective Date or at any time during the Term that (a) claim (i) any Licensed Compound or Licensed Product (including in each case its composition, formulation, combination, product by process, or method of use, manufacture, preparation or administration or Exploitation of the foregoing), or (ii) Avidity Know-How or (b) are otherwise necessary or reasonably useful for the

Exploitation of Licensed Compounds or Licensed Products in the Field, including the Avidity Product Patents and the Avidity Platform Patents. Notwithstanding the foregoing, Avidity Patents do not include Avidity's interest in Research Collaboration Patents. For clarity, the Avidity Patents include the Existing Patents.

1.16 "Avidity Platform Invention" means any Invention discovered, conceived, or otherwise developed in the performance of Research Collaboration Activities that (a) generally applicable to one or more Targets that is not a Licensed Targets (*i.e.*, is not specifically related to a Licensed Target) and (b) is an improvement, modification, or enhancement of (i) Initial Avidity Platform Technology or (ii) Additional Avidity Platform Technology. Notwithstanding the foregoing, the Avidity Platform Inventions exclude any [***], (B) Know-How specifically related to any Licensed Target, Licensed Compound, or Licensed Product, or the composition, formulation, combination, product by process, method of use, manufacture, preparation or administration, or Exploitation of any of the foregoing, and (C) BMS Contributed Collaboration Technology, BMS Contributed Collaboration Invention, BMS Manufacturing Know-How, BMS Sole Invention or other Intellectual Property Rights Controlled by BMS (or any of its Affiliates) from outside this Agreement that are utilized in the conduct of Collaboration Activities hereunder. For clarity, Avidity Platform Inventions do not include any Research Collaboration Inventions.

1.17 "Avidity Platform Invention Patent" means any Patent Controlled by Avidity or its Affiliates that claims any Avidity Platform Invention.

1.18 "Avidity Platform Patent" means (a) those Patents set forth on Schedule 1.18 as of the Effective Date, (b) any Patent Controlled by Avidity or its Affiliates that claims any Additional Avidity Platform Technology, or (c) any Avidity Platform Invention Patent.

1.19 "Avidity Product Patent" means any Avidity Platform Invention Patent that includes at least one claim that covers any Licensed Compound or Licensed Product, including in each case the composition, formulation, combination, product by process, or method of use, manufacture, preparation or administration or Exploitation of a Licensed Compound or Licensed Product.

1.20 "Avidity Research Collaboration Costs" means, subject to Section 4.2.6 (Research Costs for Research Collaboration Activities), all Out-of-Pocket Costs and FTE Costs incurred by Avidity after the Effective Date and during the Research Term for the performance of Avidity's Research Collaboration Activities under the Research Programs pursuant to the applicable Research Plan in accordance with the Research Budget.

1.21 "Avidity Specified Research Activities" means, with respect to a Research Program[***]; in each case, as set forth in the Research Plan for such Research Program.

1.22 "Biosimilar Product" means in a particular country with respect to a Licensed Product that contains a Licensed Compound, any pharmaceutical product that: [***].

1.23 "BLA" means a Biological License Application (as defined by the FDA), or any successor application having substantially the same function.

1.24 "BMS CoC Competing Product" means [***].

1.25 "BMS Competitive Field" means [***].

1.26 "BMS Competitive Product" means [***].

1.27 "BMS Contributed Collaboration Invention" means any and all Inventions discovered, conceived, or otherwise developed in the performance of Research Collaboration Activities that are improvements, modifications or enhancements to any BMS Contributed Collaboration Technology.

1.28 "BMS Contributed Collaboration Patents" means Patents that claim BMS Contributed Collaboration Inventions.

1.29 “BMS Contributed Collaboration Technology” means (a) any Know-How Controlled by BMS (or its Affiliate) that BMS makes available and specifically contributes for use by Avidity in the performance of the Research Programs pursuant to this Agreement for the Development of the Licensed Products that is (i) specifically identified in the applicable Research Plan, or (ii) otherwise approved by the JSC and recorded in the definitive minutes of the JSC, and (b) any Patents that are Controlled by BMS (or its Affiliate) that specifically claim the Know-How in the foregoing clause (a).

1.30 “BMS Exclusivity Period” means [***].

1.31 “BMS Manufacturing Invention” means an Invention discovered, conceived, or otherwise developed by or on behalf of Avidity (or jointly by or on behalf of the Parties) in reliance on BMS Manufacturing Know-How that is disclosed in writing by BMS to Avidity (including through the JSC or JTTSSC) (a) as BMS Contributed Collaboration Technology, (b) as BMS Manufacturing Know-How, or (c) specifically for use by Avidity in the performance of (or to otherwise enable) technology transfer as set forth in Section 5.10 (Information Sharing to Enable Exploitation of Licensed Compounds and Licensed Products) or Section 6.4.2 (Manufacturing Technology Transfer).

1.32 “BMS Manufacturing Know-How” means any Know-How Controlled by BMS (or its Affiliate) necessary or reasonably useful to the Manufacture of the Licensed Compounds or Licensed Products that BMS utilizes in the performance of Collaboration Activities for the Manufacture of the Licensed Compounds or Licensed Products.

1.33 “BMS Patents” means (a) BMS Sole Patents and (b) BMS Contributed Collaboration Patents.

1.34 “BMS Sole Invention” means (a) any Invention discovered, conceived, or otherwise developed solely by or on behalf of BMS in the performance of Collaboration Activities other than Research Collaboration Activities or (b) any BMS Manufacturing Invention.

1.35 “BMS Sole Patent” means any Patent Controlled by BMS or its Affiliates (other than a Research Collaboration Patent) that claims any BMS Sole Invention.

1.36 “Business Day” means any day other than (a) a Saturday, (b) a Sunday or (c) as it any day on which banks in the State of California (as it applies to Avidity) or New York (as it applies to BMS) are permitted or required to close by Applicable Law.

1.37 “Calendar Quarter” means each successive period of three calendar months commencing on January 1, April 1, July 1 and October 1, except that the first Calendar Quarter of the Term shall commence on the Effective Date and end on the day immediately prior to the first to occur of January 1, April 1, July 1 or October 1 after the Effective Date, and the last Calendar Quarter shall end on the last day of the Term.

1.38 “Calendar Year” means each successive period of 12 calendar months commencing on January 1 and ending on December 31, except that the first Calendar Year of the Term shall commence on the Effective Date and end on December 31 of the year in which the Effective Date occurs and the last Calendar Year of the Term shall commence on January 1 of the year in which the Term ends and end on the last day of the Term.

1.39 “Change of Control” means, with respect to a Party or, if such Party is controlled (within the meaning of “Affiliate” as defined in Section 1.3), directly or indirectly (through one or more intermediaries), by another Person, such ultimate controlling Person (the “Parent”), a transaction with a Third Party(ies) involving, (a) the acquisition, merger or consolidation, directly or indirectly, of such Party or, if there is a Parent, such Parent (rather than such Party), as applicable, and, immediately following the consummation of such transaction, the shareholders of such Party or Parent, as the case may be, immediately prior thereto holding, directly or indirectly, as applicable, shares of capital stock of the surviving or continuing company representing less than 50% of the outstanding shares of such surviving or continuing company, (b) the sale of all or substantially all of the assets or business of such Party or, if

there is a Parent, such Parent (rather than such Party), as the case may be, or (c) a Person, or group of Persons acting in concert, acquiring, directly or indirectly, more than 50% of the voting equity securities or management control of such Party or, if there is a Parent, such Parent (rather than such Party), as the case may be.

1.40 “Claims” means any and all suits, claims, actions, proceedings or demands brought by a Third Party.

1.41 “Clinical Trial” means a human clinical trial.

1.42 “Collaboration Activities” means all activities undertaken by either Party under this Agreement, including all activities related to the Exploitation of Licensed Compounds and Licensed Products. Collaboration Activities include the Research Collaboration Activities.

1.43 “Combination Product” means (a) a product that contains at least one Licensed Compound and at least one additional therapeutically active ingredient that is not a Licensed Compound; or (b) a product consisting of one or more separate active ingredients, devices, tests, or kits, and sold together with a Licensed Product in a single package or as a unit at a single price.

1.44 “Commercialize” means any and all activities directed to the preparation for sale of, offering for sale of, or sale of a drug or product, including activities related to marketing, promoting, distributing, importing or exporting such drug or product, and interacting with Regulatory Authorities regarding any of the foregoing. “Commercializing” and “Commercialization” shall have correlative meanings.

1.45 “Commercially Reasonable Efforts” means (a) with respect BMS’s obligations under this Agreement [***], and (b) with respect to Avidity’s obligations under this Agreement [***].

1.46 “Compulsory License” means, with respect to a Licensed Product in a jurisdiction within the Territory, a license or rights granted to a Third Party through the order, decree, or grant of a Governmental Authority within such jurisdiction to use, sell (or offer for sale or contract to sell), import, export or otherwise Commercialize such Licensed Product in such jurisdiction.

1.47 “Control” or “Controlled” means, with respect to any item of Know-How, Regulatory Documentation, Patent, or other Intellectual Property Right, the possession of the right, whether directly or indirectly, and whether by ownership, license, or otherwise (other than by operation of the license and other grants in this Agreement), to grant a license, sublicense or other right to or under such Know-How, Regulatory Documentation, Patent, or other Intellectual Property 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, sublicense or other right. Notwithstanding the foregoing: (a) Avidity and its Affiliates will not be deemed to “Control” any item of Know-How, Regulatory Documentation, Patent, or other Intellectual Property Right that is licensed to Avidity pursuant to a New Avidity In-License Agreement unless and until BMS provides written notice to Avidity that BMS elects to become a sublicensee under a such New Avidity In-License Agreement as set forth in Section 5.4.2 (New Avidity In-License Agreements); and (b) in the event that a Party undergoes a Change of Control, such Party and its Affiliates will *not* be deemed to Control any Know-How, Regulatory Documentation, Patent, or other Intellectual Property Right to the extent such Know-How, Regulatory Documentation, Patent, or other Intellectual Property Right was owned or controlled by the Third Party described in the definition of “Change of Control,” or any Person that was an affiliate of such Third Party immediately prior to the consummation of the Change of Control transaction (but excluding, for clarity, the applicable Party and any Person that was an Affiliate of such Party immediately prior to the consummation of the Change of Control), *except* to the extent that any such Know-How, Patent, or other Intellectual Property Right (i) is used or practiced by or on behalf of such Party or any of its Affiliates in the performance of its activities under this Agreement, or (ii) was otherwise included in the Avidity Patents or Avidity Know-How prior to such Change of Control (including (A) any patents that issue from any of such Avidity Patents, as well as any divisionals, continuations, continuations-in-part, reissues, renewals, substitutions, registrations, re-examinations, revalidations, extensions, supplementary protection certificates and the like of any such Avidity Patents, as well as any other Patents that claim

priority to any such Avidity Patents and (B) any Know-How that is an improvement to such Avidity Know-How).

1.48 “Covers” means, with respect to a given Licensed Product in a given country and an Avidity Patent or Research Collaboration Patent that (a) such Patent has a Valid Claim in such country that claims the composition of matter (including sequence) of the Licensed Compound in such Licensed Product and (b) absent ownership of, or a license to, such Patent, the sale of such Licensed Product in such country would infringe such Valid Claim.

1.49 “Criteria” means, with respect to a Research Program, [***]

1.50 “Damages” means all damages, losses, liabilities, penalties, fines and costs (including reasonable legal expenses, costs of litigation and reasonable attorney’s fees) payable to a Third Party as a result of a Claim; *provided, however*, that, notwithstanding the foregoing, Damages include, if any, the reasonable legal expenses, costs of litigation, and reasonable attorney’s fees incurred by a Party as a result of a Claim.

1.51 “Data Package” means, with respect to a given Licensed Target, a data package that includes [***].

1.52 “Develop” means any and all activities related to research and development of a drug or product, including all such activities necessary or reasonably useful or otherwise requested or required by a Regulatory Authority as a condition or in support of obtaining or maintaining a Regulatory Approval. “Development” shall include (a) activities to design, characterize, generate, clone, produce, validate and optimize Licensed Compounds, as well as activities to modify, enhance and improve Licensed Products, (b) producing Licensed Compounds and Licensed Products for the conduct of Development activities, and (c) performing manufacturing feasibility activities and manufacturing process development (including for GMP manufacturing) for Licensed Compounds and Licensed Products. “Developing,” “Developed” and “Development” shall have correlative meanings.

1.53 “Development Candidate” means any Lead Compound that Successfully Achieves the Development Candidate Criteria set forth in the Research Plan with respect to such Research Program.

1.54 “Development Candidate Criteria” means with respect to a Research Program, the target criteria set forth in the Research Plan for a Lead Compound to be designated as a “development candidate.”

1.55 “Directed” means, with respect to (a) a compound, product, or therapy and (b) a Target [***].

1.56 “Distributor” means a Third Party engaged by BMS or its Affiliates or Sublicensees to distribute and sell Licensed Product, in circumstances where such Third Party purchases its requirements of Licensed Product from BMS or its Affiliates or Sublicensees, as applicable, but does not otherwise make any royalty, profit share, or other similar payment to BMS or its Affiliates or Sublicensees, as applicable, for the license of Intellectual Property Rights with respect to the distribution or sale of such Licensed Product.

1.57 “Divestiture” means, with respect to a Distracting Product, (a) the divestiture of such Distracting Product through (i) an outright sale or assignment of all rights in and to such Distracting Product to a Third Party or (ii) an exclusive out-license to a Third Party of all research, development, manufacturing and commercialization rights with respect to such Distracting Product, in each case of (i) and (ii), with Avidity and its Affiliates having no further rights or role or ability to influence or control, directly or indirectly, such Distracting Product or (b) the complete cessation of all research, development, manufacturing and commercialization activities with respect to such Distracting Product. For clarity, the right of Avidity (or its Affiliate) to receive royalties, milestones or other payments in connection with the Third Party acquirer’s or licensee’s development, manufacture or commercialization of a Distracting

Product pursuant to clause (a) above, shall be permitted for any such Divestiture. When used as a verb, Divest” and “Divested” means to cause a Divestiture.

1.58 “Dollar” “dollar” or “\$” means the legal tender of the United States.

1.59 “Drug Approval Application” means an application for Regulatory Approval to market and sell a drug or product in a country or region, including (a) a BLA, (b) any corresponding foreign application in the Territory, including, with respect to the European Union, a Marketing Authorization Application filed with the EMA or with the applicable Regulatory Authority of a country in the EU with respect to the mutual recognition or any other national approval procedure, and (c) all supplements, amendments, variations, extensions and renewals thereof that may be filed with respect to the foregoing.

1.60 “EMA” means the European Medicines Agency, or any successor thereof performing substantially the same functions.

1.61 “EU” means the European Union, as its membership may be altered from time to time, any successor thereto and any country included therein.

1.62 “Executive Officers” means the Chief Executive Officer of Avidity and the Executive Vice President, Chief Research Officer, Head of Research of BMS, or their designees.

1.63 “Existing Avidity In-License Agreements” means the agreements existing as of the Effective Date between Avidity (or its Affiliates, as applicable) and any Third Party, pursuant to which such Third Party licenses to Avidity (or its Affiliates, as applicable) any Patents or Know-How included in the Licensed IP, as may be amended (but subject to the terms of this Agreement with respect to the amendment thereof). The Existing Avidity In-License Agreements are set forth on Schedule 1.63.

1.64 “Exploit” or “Exploitation” means to research, develop, make, have made, modify, enhance, improve, import, export, use, have used, sell, have sold, or offer for sale a drug or product, including to Develop, Commercialize, Manufacture, or have Manufactured such drug or product.

1.65 “FDA” means the United States Food and Drug Administration, or any successor entity thereof performing substantially the same functions.

1.66 “Field” means all uses, including the prevention, treatment or control of any diseases, disorder or condition.

1.67 “Final Offer (Baseball) Arbitration” means arbitration pursuant to the process set forth in Schedule 1.67.

1.68 “First Commercial Sale” means, with respect to a Licensed Product in a given country in the Territory, the first commercial sale of such Licensed Product by BMS, its Affiliate, or Sublicensee to a non-sublicensee Third Party for end use or consumption of such Licensed Product in the Field in such country following Regulatory Approval of such Licensed Product in such country. [***].

1.69 “First Licensed Target” means [***].

1.70 “FTE” means a full-time employee who performs [***] per year devoted to the conduct of (a) Research Collaboration Activities (as set forth in the Research Plan(s)) or (b) services provided pursuant to Section 6.4.3 (Cost of Manufacturing Technology Transfer) or Section 7.12 (Cost of Avidity Support Services), in each case ((a) and (b)), in accordance with this Agreement (*provided* that [***] may be carried out by one or more employees of Avidity). No individual may be charged at greater than one FTE in a given Calendar Year.

1.71 “FTE Costs” means, for a given period, the FTE Rate multiplied by the number of FTEs utilized by Avidity in such period for the performance of (a) its Research Collaboration Activities as set forth in the Research Plan(s), in each case solely to the extent set forth in and in accordance with the

applicable Research Budget, or (b) services provided pursuant to Section 6.4.3 (Cost of Manufacturing Technology Transfer) or Section 7.12 (Cost of Avidity Support Services).

1.72 “FTE Rate” means (a) a rate set forth in the applicable Research Budget per FTE or (b) a rate mutually agreed in writing by the Parties pursuant to Section 6.4.3 (Cost of Manufacturing Technology Transfer) or Section 7.12 (Cost of Avidity Support Services) (which rate in each case ((a) and (b)), represents the fully burdened cost for each such FTE and includes [***]. Notwithstanding the foregoing for any Calendar Year during the Term that is less than a full year, the above referenced rate shall be proportionately reduced to reflect such portion of such full Calendar Year. Beginning on [***], the FTE Rate is subject to annual adjustment by a [***] percent increase.

1.73 “Gatekeeper Agreement” means the Gatekeeper Agreement among [***].

1.74 “GCP” or “Good Clinical Practices” means the applicable then-current ethical and scientific quality standards for designing, conducting, recording, and reporting trials that involve the participation of human subjects as are required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction, including in the U.S., Good Clinical Practices established through FDA guidances, and, outside the U.S., Guidelines for Good Clinical Practice – ICH Harmonized Tripartite Guideline (ICH E6).

1.75 “GLP” or “Good Laboratory Practices” means the applicable then-current good laboratory practice standards as are required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction, including in the U.S., those promulgated or endorsed by the FDA in U.S. 21 C.F.R. Part 58, or the equivalent thereof as promulgated or endorsed by the applicable Regulatory Authorities outside of the U.S.

1.76 “GMP” or “Good Manufacturing Practices” means the applicable then-current standards relating to manufacturing practices for fine chemicals, intermediates, bulk products or finished pharmaceutical products, as are required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction, including, as applicable, (a) all applicable requirements detailed in the FDA's current Good Manufacturing Practices regulations, U.S. 21 C.F.R. Parts 210 and 211, (b) all applicable requirements detailed in the EMA's “The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing Practice for Medicinal Products,” and (c) all Applicable Laws promulgated by any Governmental Authority having jurisdiction over the manufacture of the applicable compound or pharmaceutical product, as applicable.

1.77 “Governmental Authority” means any court, agency, department, authority, or other instrumentality of any national, supra-national, state, county, city or other political subdivision.

1.78 “IND” means any investigational new drug application filed with the FDA pursuant to Part 312 of Title 21 of the U.S. Code of Federal Regulations, including any amendments thereto. References herein to IND shall include, to the extent applicable, any comparable filing(s) outside of the U.S. (such as a CTA in the European Union).

1.79 “Indication” means, with respect to a particular Licensed Compound or Licensed Product, the use of that Licensed Compound or Licensed Product [***].

1.80 “Initiation” means with respect to a Clinical Trial, the administration of the [***] dose of the Licensed Product being studied under such Clinical Trial to the first human subject in such Clinical Trial. “Initiated” shall have a correlative meaning.

1.81 “Intellectual Property Rights” means any and all proprietary Know-How, Patents, trade secrets, Trademarks, registered designs, design rights, copyrights (including rights in computer software and database rights), whether registered or not, and all legal means of registering or otherwise establishing rights in and to the aforesaid rights, in any part of the world.

1.82 “Invention” means all Know-How, whether or not patentable, including any inventions, that are discovered, conceived, or otherwise developed by or on behalf of either Party (or jointly by or on behalf of the Parties) in the performance of activities under this Agreement.

1.83 “Know-How” means [***], but excluding any of the foregoing to the extent claimed in any Patents.

1.84 “Knowledge” means, the actual knowledge of the following officers of Avidity as of the Effective Date [***] (a) Chief Executive Officer, (b) Chief Financial and Business Officer, (c) General Counsel, (d) Chief Patent Counsel (or equivalent), and (e) Vice President, Business Development.

1.85 “Lead Compound” means any Licensed Compound [***] in the course of performing activities under a Research Program that Successfully Achieves the Lead Criteria set forth in the Research Plan with respect to such Research Program.

1.86 “Lead Criteria” means with respect to a Research Program, the target criteria set forth in the Research Plan with respect to such Research Program for a Licensed Compound [***]

1.87 “Licensed Compound” means, with respect to a Licensed Target, any compound that is (a) [***] and (b) Directed to such Licensed Target. For clarity, all Lead Compounds and Development Candidates are a subset of Licensed Compounds.

1.88 “Licensed IP” means the Avidity Patents, Avidity Know-How, and Avidity's rights and interest in and to the Research Collaboration Inventions and the Research Collaboration Patents.

1.89 “Licensed Other Modality Compound” means, for a given Licensed Target, any compound that is owned or controlled (through license or otherwise) by Avidity or its Affiliates as of the Effective Date or during the Term that is not (a) related to an AOC and (b) otherwise identified, designed, characterized, generated, produced or otherwise Developed in the course of performing activities under a Research Program. For clarity, Licensed Other Modality Compounds expressly exclude all Lead Compounds and Development Candidates.

1.90 “Licensed Product” means any product containing one or more Licensed Compounds [***].

1.91 “Licensed Product Trademarks” means the Trademark(s) designated by BMS or its Affiliates or its or their respective Sublicensees for a Licensed Product in the Territory (including any registrations thereof or any pending applications relating thereto in the Territory).

1.92 “Licensed Target” means (a) the First Licensed Target and (b) each Additional Licensed Target. The First Licensed Target is set forth in Schedule 1.92.

1.93 “Manufacture” means all activities related to the synthesis, making, production, processing, purifying, formulating, testing and release, filling, finishing, packaging, labeling, shipping, and holding of a drug or product, or any intermediate thereof, including process and formulation development, process qualification and validation, supply chain identification, implementation and management, scale-up, pre-clinical, clinical and commercial production and analytic development, product characterization, stability testing, quality assurance and quality control. “Manufacturing” and “Manufactured” shall have correlative meaning.

1.94 “Materials” means any proprietary compounds, cell lines, animals, biological materials, research tools, or other tangible materials (including any such materials that constitute or are directly related to a Licensed Target) that are owned or controlled (through license or otherwise) by a Party or its Affiliates and that are used in connection with the performance of the Research Plan(s) under this Agreement.

1.95 “Net Sales” means, with respect to a Licensed Product [***]. In the case of any other sale or other disposal for value, such as barter or counter trade, of any Licensed Product, or part thereof, other than in an arm’s length transaction exclusively for money, Net Sales shall be calculated [***] on the fair market value of the consideration given.

1.96 “New Avidity In-License Agreement” means any agreement entered into after the Effective Date between Avidity (or its Affiliates, as applicable) and any Third Party [***].

1.97 “Oligonucleotide” means [***].

1.98 “Other Major Markets” means [***].

1.99 “Out-of-Pocket Costs” means [***].

1.100 “Party” or “Parties” has the meaning set forth in the preamble of this Agreement.

1.101 “Patent” means (a) all patents and patent applications, including provisional patent applications and international (PCT) applications, (b) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from any of these, including divisionals, continuations, continuations-in-part, converted provisionals, and continued prosecution applications, (c) any and all patents that have issued or in the future issue from the foregoing patent applications in (a) and (b), including utility models, petty patents and design patents and certificates of invention, (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including adjustments, revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications in (a), (b) and (c), and (e) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patents of addition to any of such foregoing patent applications and patents.

1.102 “Person” means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other similar entity or organization, including a government or political subdivision, department, or agency of a government.

1.103 “Phase 1 Trial” means Clinical Trial of a Licensed Product in any country that would satisfy the requirements of 21 C.F.R. § 312.21(a), or its foreign equivalent.

1.104 “Phase 2 Trial” means a Clinical Trial of a Licensed Product in any country that would satisfy the requirements of 21 C.F.R. § 312.21(b), or its foreign equivalent.

1.105 “PMO” means phosphorodiamidate morpholino oligomers.

1.106 “Post-Research Collaboration AOC Platform Improvement” means [***].

1.107 “Pricing Approval” means, in any country where a Governmental Authority authorizes reimbursement for, or approves or determines pricing for, pharmaceutical products, receipt (or publication, if required to make such authorization, approval, or determination effective) of such reimbursement authorization or pricing approval or determination (as the case may be).

1.108 “Registrational Trial” means a Clinical Trial of a Licensed Product that is designed (at the time the Clinical Trial is Initiated) to obtain (as reasonably determined by BMS) results and data sufficient to support the filing of a Drug Approval Application and identified by BMS as a pivotal registration study in its development plans.

1.109 “Regulatory Approval” means, with respect to a country or other jurisdiction in the Territory, any and all approvals (including Drug Approval Applications), licenses, registrations, or

authorizations of any Regulatory Authority necessary to Commercialize a drug or product in such country or other jurisdiction, including, (a) Pricing Approval in such country or other jurisdiction, (b) marketing authorizations, and (c) approval of product labeling, in each case of (a), (b) and (c), to the extent applicable in such country or other jurisdiction.

1.110 “Regulatory Authority” means any applicable supra-national, federal, national, regional, state, provincial, or local governmental or regulatory authority, agency, department, bureau, commission, council, or other entity (e.g., the FDA and EMA) regulating or otherwise exercising authority with respect to pharmaceutical products, including the Exploitation of Licensed Compounds or Licensed Products in the Territory.

1.111 “Regulatory Documentation” means all (a) applications (including all INDs and Drug Approval Applications), registrations, licenses, authorizations, and approvals (including Regulatory Approvals), and all data contained in any of the foregoing, and (b) correspondence and reports submitted to or received from Regulatory Authorities (including adverse event files and complaint files, as well as minutes and official contact reports relating to any communications with any Regulatory Authority), in each case ((a) and (b)) for a Licensed Compound or Licensed Product.

1.112 “Regulatory Exclusivity” means, with respect to any country in the Territory and a Licensed Product, an exclusive marketing protection, other than Patent protection, granted by a Regulatory Authority for such Licensed Product in such country which confers an exclusive Commercialization period during which period BMS or its Affiliates or Sublicensees have the exclusive right to market and sell such Licensed Product in such country through a regulatory exclusivity right.

1.113 “Replacement Target End Date” means the earliest of (a) the date on which a Licensed Compound for the second Additional Licensed Target (i.e., the fifth Licensed Target) [***] (b) the date on which BMS has substituted two Reserved Targets for Licensed Targets pursuant to Section 3.3 (Designation of Additional Licensed Targets; Replacement Targets), or (c) the date [***] prior to the expiration of all then-current Research Terms.

1.114 “Research Agreement” has the meaning set forth in the recitals to this Agreement.

1.115 “Research Budget” means, with respect to a given Research Program, the budget for the Avidity Research Collaboration Costs for Avidity’s Research Collaboration Activities to be conducted under such Research Program in accordance with the Research Plan, including the estimated number of Avidity’s FTEs performing the activities assigned to Avidity in support of the Research Plan and the applicable FTE Rate.

1.116 “Research Collaboration Activities” means, with respect to a given Research Program, the activities to be conducted under the Research Plan for such Research Program during the Research Term as set forth in the Research Plan.

1.117 “Research Collaboration Data” means all data (including raw data) related to a Licensed Compound or Licensed Product made, collected, or otherwise generated in the conduct of Research Collaboration Activities under this Agreement, including any data, reports, and results with respect thereto.

1.118 “Research Collaboration Invention” means any and all Inventions discovered, conceived, or otherwise developed by or on behalf of either Party (or jointly by or on behalf of the Parties) in the performance of Research Collaboration Activities, other than Avidity Platform Inventions, BMS Contributed Collaboration Inventions, and BMS Manufacturing Inventions. For clarity, Research Collaboration Inventions include Research Collaboration Data, but do not include BMS Sole Inventions.

1.119 “Research Collaboration Patents” means any and all Patents that claim Research Collaboration Inventions. For clarity, Research Collaboration Patents do not include any Avidity Platform Invention Patent, BMS Contributed Collaboration Patents or BMS Sole Patent.

1.120 “Research Plan” means, with respect to a given Research Program, the JSC-approved research plan (as it may be amended from time to time by the JSC) with respect to such Research Program detailing the responsibilities and activities of Avidity and BMS in carrying out such Research Program, setting forth, among other things, (a) a description of the activities, with respective responsibilities of each of the Parties, to be conducted for such Research Program, including a timeline for the conduct of such activities, and (b) desirable therapeutic attributes and other required Criteria for a Licensed Compound to [***] as applicable.

1.121 “Research Program” means, on a Licensed Target-by-Licensed Target basis, a collaborative program of activities to be conducted by the Parties in accordance with the terms and conditions of this Agreement as set forth in the applicable Research Plan with the goal of [***], including for potential selection by BMS as Development Candidates.

1.122 “Research Term” means, with respect to a given Research Program, the period starting as of the Effective Date and ending on the later of (a) [***] of the Effective Date and (b) the date of completion of all activities in the Research Plan for such Research Program; *provided that*, in all cases, unless otherwise mutually agreed to by the Parties in writing (including pursuant to Section 4.5 (Records, Reports and Documentation; Inspections)), this clause (b) shall end for a given Research Plan no later than [***] of the Effective Date. Notwithstanding the foregoing, (i) if a given Research Program is terminated in accordance with this Agreement, then the Research Term for such Research Program shall end upon the date of such termination, and (ii) in all cases, the Research Term shall end if the Term ends.

1.123 “Reserved Target” means any Target set forth on the Reserved List pursuant to Section 3.2 (Reserved Targets) [***].

1.124 “Reserved Target Maximum” means, at any particular time during the Term prior to the Replacement Target End Date, the difference between (a) [***] less (b) the total number of Licensed Targets at such time. As of the Replacement Target End Date, there will no longer be any Reserved Targets, all then-included Reserved Targets will no longer be deemed Reserved Targets, and the Reserved Target Maximum will equal [***] Targets.

1.125 “Reversion Product” means, on a Licensed Target-by-Licensed Target basis, (a) the Licensed Product that [***].

1.126 “Right of Reference” means the right to cross reference, incorporate by reference or rely upon any regulatory documentation, investigation or information previously submitted to a Regulatory Authority solely for the purpose of submitting, supporting, obtaining or maintaining INDs, Drug Approval Applications and Regulatory Approvals, including a “right of reference or use” as that term is defined in 21 C.F.R. §314.3(b) and incorporation of information by reference as described in 21 C.F.R. §312.23(b) in the United States, and any equivalents thereof outside the United States.

1.127 “Safety Concern” means, with respect to any Licensed Product, BMS’s reasonable determination after consultation with Avidity (including sharing reasonable evidence in support of such determination) based upon any information or analysis of any information that is available to BMS at any time, that the medical risk/benefit of further Development or Commercialization of such Licensed Product is so unfavorable as to be incompatible with the welfare of patients for the Indication(s) for which the Licensed Product is being Developed or Commercialized in the Territory.

1.128 “Securities Purchase Agreement” means the Securities Purchase Agreement, attached as Schedule 1.128, under which BMS shall purchase shares of Common Stock, par value \$0.0001 per share, of Avidity.

1.129 “Sublicensee” means a Person, other than an Affiliate or a Distributor, that is granted a sublicense by BMS under the license grants in Section 5.1 (License Grants to BMS).

1.130 “Successful Achievement” means the determination by the JSC (or by the Executive Officers or the Expert, as applicable) pursuant to Section 2.4 (Resolution of Working Group and JSC

Disputes), with respect to a given Licensed Compound [***] in the course of performing activities under a Research Program, that such Licensed Compound meets [***] as applicable, set forth in the Research Plan with respect to such Research Program. “Successfully Achieves” will have correlative meaning.

1.131 “Target” means any gene [***].

1.132 “Technical Infeasibility” means, with respect to a given Target proposed as a Reserved Target or Additional Licensed Target by BMS pursuant to Section 3.2 (Reserved Targets) or Section 3.3 (Designation of Additional Licensed Targets; Replacement Targets), as applicable, the JSC’s determination [***].

1.133 “Territory” means worldwide.

1.134 “Third Party” means any Person other than BMS, Avidity and their respective Affiliates.

1.135 “Trademark” means any word, name, symbol, color or designation, or any combination thereof, that functions as a source identifier, including any trademark, trade dress, brand mark, service mark, trade name, brand name, logo, business symbol or domain name, whether or not registered.

1.136 “Transferrin” means [***].

1.137 “U.S.” or “United States” means the United States of America and all of its territories and possessions.

1.138 “Valid Claim” means (a) a claim of any issued and unexpired Patents whose validity, enforceability, or patentability has not been affected by: (i) irretrievable lapse, abandonment, revocation, dedication to the public, or disclaimer; or (ii) a holding, finding, or decision of invalidity, unenforceability, or non-patentability by a court, government authority, national or regional patent office, or other appropriate body that has competent jurisdiction, such holding, finding, or decision being final and unappealable or unappealed within the time allowed for appeal, or (b) a pending claim of an unissued, pending patent application that has been filed and continues to be prosecuted in good faith and that not been (i) cancelled, withdrawn or abandoned or finally rejected by an administrative agency action from which no appeal can be taken and (ii) pending for [***]. For clarity, a holding, finding or decision being final and unappealable or unappealed means a holding, finding or decision from which no appeal (other than a petition to the United States Supreme Court for a writ of certiorari or a similar appeal the consideration of which is subject to the discretion of the higher court) can be or has been taken.

1.139 “Violation” means that Avidity or any of its Affiliates, or any of its or their respective officers or directors, or any other Avidity personnel (or other permitted agents of Avidity performing activities hereunder, including Third Party subcontractors and their respective officers and directors) has been: (a) convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General (OIG) website, including 42 U.S.C. § 1320a-7(a) (<http://oig.hhs.gov/exclusions/authorities.asp>); (b) identified in the OIG List of Excluded Individuals/Entities (LEIE) database (<http://exclusions.oig.hhs.gov/>) or otherwise excluded from contracting with the federal government (see the System for Award Management (formerly known as the Excluded Parties Listing System) at <http://sam.gov/portal/public/SAM/>); or (c) listed by any U.S. federal agency as being suspended, debarred, excluded or otherwise ineligible to participate in federal procurement or non-procurement programs, including under 21 U.S.C. § 335a (http://www.fda.gov/ora/compliance_ref/debar/) (each of (a), (b) and (c), collectively, the “Exclusions Lists”).

1.140 Additional Definitions. Each of the following terms has the meaning described in the corresponding Section of this Agreement indicated below:

Definition:	Section:
Acquisition Transaction	5.7.3
[***]	[***]

Additional Licensed Targets Notification	3.3.1
Agreement	Preamble
Alliance Manager	2.1
Audit Team	7.9.1
Avidity	Preamble
Avidity Additional Platform IP Notification	5.11.1
Avidity Free Support Services FTE Cap	7.12
Avidity Indemnitees	12.1
Avidity Licensor	10.2.10(c)
[***]	7.6
Avidity Target Notice	3.2
BMS	Preamble
BMS Indemnitees	12.2
BMS Third Party Payments	7.4.5(a)
Competitive Infringement	9.4.1
Confidential Information	8.1
Cumulative Research Funding Cap	4.2.6(e)
Disclosing Party	8.1
Dispute	13.6.1
Distracting Product	5.7.3
Effective Date	Preamble
Excluded Target	3.4
Exclusions List	1.139
Existing Patents	10.2.2
Expert	Schedule 2.4.3(a)
Final Offer (Baseball) Arbitration Expert	Schedule 1.67
Force Majeure	13.1
Indemnified Party	12.3
Indemnifying Party	12.3
Infeasible Target	3.6
Infeasible Target Dispute	2.4.3(a)
Initial Avidity Platform Technology	1.7
Initial Research Budget	4.2.1
Initial Research Plan	4.2.1
IP Committee	9.7
IP Expert	5.11.2
JAMS	Schedule 1.67
JSC	2.2
JTTSSC	6.4.1
Licensed Program Assets	10.2.13
Manufacturing Technology Transfer	6.4.2
Manufacturing Technology Transfer Plan	6.4.2
Manufacturing Transition Period	6.4.2
Materials Provider	4.8
Materials Receiver	4.8

Milestone Events	7.3
Milestone Payments	7.3
MyoKardia	Recitals
New Avidity In-Licensed Technology	5.4.2(a)
Overlap Patents	9.3.4(b)
Parent	1.39
Party, Parties	Preamble
Patent Challenge	11.4
Personal Data	4.7.3
***]	***]
Product Information	8.2
Receiving Party	8.1
Rejection Period	3.6
Replacement Target	3.3.2
Research Agreement	Recitals
Reserved List	3.2
Reversion Agreement	11.7.6(a)
Reversion License	11.7.6(a)(i)
Reversion Notice	11.7.6(a)
RNA	1.97
Royalties	7.4.1
Royalty Term	7.4.2
Sales Milestone	7.3.2
Sales Milestone Payment	7.3.2
Substitution Limitation	3.3.2
Successful Achievement Dispute	2.4.3(a)
Supply Agreement	6.3.3(a)
Term	11.1
Third Party Gatekeeper	1.73
Upfront Payment	7.1
Withholding Tax Action	7.10.2
Working Group	2.3

ARTICLE 2. GOVERNANCE

2.1 Alliance Managers. Within [***] after the Effective Date, each Party shall appoint one of its employees to act as alliance manager for such Party under this Agreement during the Research Term (each, an “Alliance Manager”). The Alliance Managers will assist the JSC in performing its oversight responsibilities. In particular, each Alliance Manager shall (a) identify and bring disputes to the attention of the JSC (or the Parties, as applicable) in a timely manner and be the point of first referral in all matters of conflict resolution; (b) provide a single point of communication for seeking consensus both internally within the Parties’ respective organizations and between the Parties regarding issues that arise in the performance of the Research Program(s); (c) plan and coordinate cooperative efforts and internal and external communications; and (d) take responsibility for ensuring that governance activities, such as the conduct of JSC meetings and drafting and securing approval of meeting minutes, occur as set forth in this Agreement and that relevant action items resulting from such meetings are appropriately carried out or otherwise addressed.

2.2 Joint Steering Committee.

2.2.1 Establishment. No later than [***] after the Effective Date, the Parties shall establish a joint steering committee to oversee the Research Programs and activities under the Research Plans, in each case during the Research Term(s) (the “JSC”).

2.2.2 Composition of the JSC. The JSC shall consist of [***] Avidity representatives and [***] BMS representatives. Each Party shall designate its JSC representatives within [***] after the Effective Date. A Party may change one or more of its JSC representatives from time to time in its sole discretion, effective upon written notice to the other Party of such change. A Party's representatives to the JSC shall have appropriate technical credentials, experience and knowledge, and ongoing familiarity with the Research Program(s) and the Research Plan(s), and shall have supervisory responsibilities within such Party's organization with respect to performance of the Research Plan(s). The Parties respective Alliance Managers may also attend all JSC meetings as non-voting observers.

2.2.3 Scope of JSC Oversight. Except as otherwise provided herein, the JSC shall:

- (a) provide oversight and coordinate the activities under the Research Plans;
- (b) review, discuss, and determine whether a given proposed Replacement Target or Additional Licensed Target, as applicable, should be rejected as an Infeasible Target during the Rejection Period;
- (c) review and approve the initial Research Plans for the Research Program with respect to any Additional Licensed Target or any Replacement Target;
- (d) at least on a [***] basis, review and determine whether to approve any proposed amendments to the Research Plans;
- (e) determine whether to use any BMS Contributed Collaboration Technology in any Research Program;
- (f) discuss and review Avidity Additional Platform IP Notification in accordance with Section 5.11 (Additional Avidity Platform Technology);
- (g) prioritize Research Plan experiments;
- (h) review data generated in the course of the Research Program by the Parties and to consider and advise on any technical issues that arise in the course of the Research Program;
- (i) review, discuss, and determine whether a given Licensed Compound has Successfully Achieved[***] , as applicable, and determine whether the Research Program activities assigned to Avidity under the Research Plans that are to be completed, have been completed;
- (j) monitor the Parties' progress under the Research Plan;
- (k) provide a forum for the Parties to share and discuss information relating to any deliverables, Licensed Compounds and Licensed Products, and facilitate the exchange of Know-How, deliverables, or materials as required hereunder;
- (l) establish Working Groups as necessary to coordinate and conduct the Research Programs;
- (m) provide oversight of Working Groups, including the JTTSSC;

(n) resolve disputes arising at any Working Groups, including the JTTSSC; and

(o) perform such other obligations as are necessary for the conduct of the Research Plan or that are expressly delegated to the JSC under this Agreement, or as otherwise agreed by the Parties in writing.

2.2.4 JSC Meetings

(a) The JSC shall meet at least once every [***] during the Research Term in accordance with a schedule agreed to by the Parties. No later than [***] prior to any meeting of the JSC, the Alliance Managers will jointly prepare and circulate an agenda for such meeting; *provided, however*, that either Party may propose additional topics to be included on such agenda, prior to such meeting so long as the other Party consents to such later additional of such agenda items. The JSC may meet in person or by means of teleconference, Internet conference, videoconference or other similar communications equipment. Each Party shall bear its own travel, lodging and telecommunication expenses related to participation in and attendance at such meetings by its JSC representatives.

(b) Each Party may invite to attend any JSC meeting; *provided* that any such [***] may only attend with the prior written consent of the other Party, which consent shall not be unreasonably withheld. All such [***] shall be bound by confidentiality and non-use obligations similar to those contained in Article 8 (Confidentiality and Publication), or which are otherwise acceptable to both Parties.

(c) Avidity's Alliance Manager and BMS's Alliance Manager shall alternate responsibility for preparing written reasonably detailed draft minutes of each meeting of the JSC, and shall provide the draft minutes to the Alliance Manager of the other Party within [***] after such meeting to coordinate review and approval by such other Party's JSC members, which such JSC members will provide any comments within [***] of receipt of such written draft minutes. The Parties shall limit the content of such minutes to factual statements regarding the status and results of work under the Research Plans and of any actions proposed or decisions made by the JSC. The Parties shall refrain from including any opinions or other extraneous content in such minutes. The JSC minutes shall become official when approved by the JSC at the next regularly scheduled JSC meeting, it being understood that actionable items approved and directed by the JSC shall commence notwithstanding the formal approval of JSC minutes. Any discrepancies or disputes with respect to the content of JSC minutes shall be resolved by the Parties prior to being presented at a JSC meeting for approval.

2.3 Subcommittees and Working Groups. From time to time, either Party may propose that the JSC may establish and delegate duties to other joint committees, subcommittees or directed teams (each, a "Working Group") on an "as needed" basis to oversee particular projects or activities, which may include activities under a Research Plan for a given Licensed Target, which delegations shall be reflected in the minutes of the meetings of the JSC. Such Working Groups may be established on an *ad hoc* basis for purposes of a specific project, for the life of the Research Term or on such other basis as the JSC may determine, and shall be constituted and shall operate as the JSC may determine; *provided* that each Working Group shall have equal representation from each Party and decision making shall be by consensus. Each Working Group and its activities shall be subject to the direction, review and approval of, and shall report to, the JSC. The Alliance Managers will prepare for approval by the JSC a charter for each Working Group, which charter will reflect the agreed upon scope of activities for each Working Group. In no event shall the authority of the Working Group exceed that specified for the JSC in this Section 2.2 (Joint Steering Committee).

2.4 Resolution of Working Group and JSC Disputes.

2.4.1 Within any Working Group. If any Working Group does not reach agreement with respect to a matter within [***] after first attempting to resolve such matter, it will be elevated to the JSC, which shall meet as soon as possible thereafter for discussion and resolution of the matter.

2.4.2 Within the JSC. At the JSC, each Party shall have collectively one vote in all decisions within the JSC's purview, and the JSC shall make all decisions by unanimous vote; *provided* that in the event that the JSC cannot reach, despite using good faith efforts, a unanimous vote with respect to any decision within its purview within [***] after first attempting to resolve such matter at the JSC, then either Party may refer such dispute to the Executive Officers for resolution, and the Executive Officers will attempt to resolve the matter in good faith. If consensus cannot be reached with respect to such matter within [***] after the date on which the matter is referred to the Executive Officers (unless a longer period is agreed to by the Parties), then, except as set forth in Section 2.4.3 (Limitations on BMS Final Decision-Making), BMS shall have the final decision-making authority with respect to such matter.

2.4.3 Limitations on BMS Final Decision-Making.

(a) Without Avidity's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), in exercise of its final decision-making authority on any such matters pursuant to Section 2.4.2 (JSC Meetings), BMS may not [***].

(b) BMS shall have the final decision-making authority with respect to [***].

(c) If consensus cannot be reached with respect to any Successful Achievement Dispute within [***] after the date on which the matter is referred to the Executive Officers (unless a longer period is agreed to by the Parties), either Party shall have the right to refer the matter to the Expert for resolution, and such matter shall be settled, pursuant to the expedited arbitration procedure set forth in Schedule 2.4.3(a); *provided* that with respect to any such Successful Achievement Dispute, Avidity has performed the Research Collaboration Activities allocated to it under the Research Plan(s) that are to be performed up to the applicable Successful Achievement [***] as applicable.

(d) If consensus cannot be reached with respect to any Infeasible Target Dispute within [***] after the date on which the matter is referred to the Executive Officers (unless a longer period is agreed to by the Parties), Avidity shall have the final decision-making authority with respect to such matter. For clarity, in the event any such proposed Replacement Target or proposed Additional Licensed Target is determined by the JSC or by Avidity via its final decision-making authority to be an Infeasible Target, Avidity shall be bound by the exclusivity provisions of Section 5.7.1 (Avidity Exclusivity) with respect to such Infeasible Target.

(e) Any decisions solely with respect to Avidity's day-to-day operational performance of Research Collaboration Activities allocated to it under the Research Plan(s) shall be within the decision-making authority of Avidity, in which case Avidity would have decision-making authority with respect thereto; *provided* that subject to the terms of this Section 2.4 (Resolution of Working Group and JSC Disputes) and Section 4.2.6 (Research Costs for Research Collaboration Activities) [***].

2.5 Limitations on Authority. For clarity, and notwithstanding the creation of the JSC and any Working Group, each Party shall retain the rights, powers, and discretion granted to it under this Agreement and no such rights, powers, or discretion shall be delegated to or vested in the JSC or any Working Group unless such delegation or vesting of rights is expressly provided for in this Agreement or the Parties expressly so agree in writing. For clarity, no decision of the JSC, any Working Groups or of a Party via its final decision-making authority shall (a) finally determine any interpretation of this Agreement or the Parties' rights or obligations hereunder or (b) conflict with any terms and conditions of this Agreement, nor be in contravention of Applicable Law. The JSC, any Working Group or a Party via exercise of its final decision-making authority shall not have any authority beyond the specific matters set forth in this Agreement, including not having the authority to amend, modify, terminate or waive compliance with this Agreement. It is understood and agreed that the issues to be formally decided by the JSC are limited to those specific issues that are expressly provided in Section 2.2.3 (Scope of JSC Oversight), and disputes arising between the Parties in connection with or relating to this Agreement or

any document or instrument delivered in connection herewith, and that are outside of the jurisdiction of the JSC, shall be resolved pursuant to Article 13 (Miscellaneous).

2.6 Oversight Periods of Committees. The activities to be performed by the JSC shall solely relate to governance under this Agreement. The JSC (and any Working Group thereof) shall continue to exist until the expiration of all Research Terms.

ARTICLE 3. TARGET NOMINATION

3.1 Licensed Targets. In addition to the First Licensed Target, BMS has the right, by providing written notice of the applicable Target to Avidity (which notice may be given after notice is given to the Third Party Gatekeeper pursuant to Section 3.5 (Third Party Gatekeeper Verification of Excluded Target)) to designate up to four Additional Licensed Targets as Licensed Targets during the Research Term(s), for a total of five Licensed Targets; *provided* that there shall be no more than (a) five total Research Programs (*i.e.*, one for each Licensed Target, subject to the immediately subsequent sentence this Section 3.1 (Licensed Targets)) and (b) [***].

3.2 Reserved Targets. BMS shall have the right, from time to time during the Term prior to the Replacement Target End Date, by providing written notice of the applicable Target to Avidity (or to the Third Party Gatekeeper pursuant to Section 3.5 (Third Party Gatekeeper Verification of Excluded Target)), to add a Target that is not an Excluded Target to a reserved list (the “Reserved List”); *provided* that there shall be no more than the Reserved Target Maximum on the Reserved List at any given time. In addition, BMS shall have the right, from time to time during the Term prior to the Replacement Target End Date, by providing written notice of the applicable Target to Avidity (or to the Third Party Gatekeeper pursuant to Section 3.5 (Third Party Gatekeeper Verification of Excluded Target)), to substitute a given Reserved Target on the Reserved List with another Target; *provided* that such Target is not an Excluded Target. For clarity, substituting a given Reserved Target on the Reserved List with another Target shall not count towards the Substitution Limitation. BMS and the Third Party Gatekeeper shall maintain an up-to-date Reserved List. The Reserved List shall be the Confidential Information of BMS, and, subject to this Section 3.2 (Reserved Targets), the Third Party Gatekeeper shall not disclose the list of Reserved Targets to Avidity. Prior to [***] Avidity shall provide the Third Party Gatekeeper with a confidential written description of such Target (“Avidity Target Notice”). Within [***] following the Third Party Gatekeeper’s receipt of the Avidity Target Notice, the Third Party Gatekeeper shall verify whether such Target is on the Reserved List and notify Avidity in writing whether such proposed Target is or is not on the Reserved List. If such notice from the Third Party Gatekeeper indicates that the Target is on the Reserved List, the Parties will remain subject to all rights and obligations hereunder in connection with such Reserved Target (including exclusivity in accordance with Section 5.7.1 (Avidity Exclusivity)).

3.3 Designation of Additional Licensed Targets; Replacement Targets.

3.3.1 Designation of Additional Licensed Targets. At any time prior to [***] prior to the expiration of all then-current Research Terms, BMS shall have the right, by providing written notice of the applicable Target to Avidity (which notice may be given after notice is given to the Third Party Gatekeeper pursuant to Section 3.5 (Third Party Gatekeeper Verification of Excluded Target)), to designate a Reserved Target or any other Target that is not an Excluded Target as an Additional Licensed Target up to [***] Additional Licensed Targets. Subject to Section 3.6 (Infeasible Targets), designation of the proposed Additional Licensed Target as an Additional Licensed Target will be automatic if the proposed Additional Licensed Target is on the Reserved List (and such Target will be removed from the Reserved List upon designation by BMS). For clarity, any designation of an Additional Licensed Target that was on the Reserved List shall not count towards the Substitution Limitation. Within [***] following the Effective Date, BMS will provide written notice of the applicable Targets to Avidity (or to the Third Party Gatekeeper pursuant to Section 3.5 (Third Party Gatekeeper Verification of Excluded Target)) to designate [***] as Additional Licensed Targets (“Additional Licensed Targets Notification”).

3.3.2 Replacement Targets. On a Licensed Target-by-Licensed Target basis, from time to time during the Research Term prior to the Replacement Target End Date, BMS shall have the right, at

BMS's sole discretion for any reason, to replace such Licensed Target with a given Reserved Target by providing Avidity with written notice thereof, including the identity of the Reserved Target replacing such Licensed Target; *provided* that (a) such written notice must be provided prior to the JSC's (or the Expert's, as applicable) determination that [***] has been achieved by a Licensed Compound Directed to such Licensed Target, (b) BMS shall only have the right to make [***] with respect to such Licensed Target, and (c) BMS shall only have the right to make [***] such substitutions in total (clause (iii), the "Substitution Limitation"). Upon such written notice, subject to Section 3.6 (Infeasible Targets), such Reserved Target shall automatically become a Licensed Target (and such Target shall be automatically removed from the Reserved List) (such Target, the "Replacement Target") and the replaced Target shall no longer be a Licensed Target (for purposes of this Agreement), but may, at BMS's discretion, be moved back onto the Reserved List as a Reserved Target; *provided* that there shall be no more than the Reserved Target Maximum on the Reserved List at any given time.

3.3.3 Licensed Target List. The Parties will update Schedule 1.92 with the complete, updated list of Licensed Targets each time an Additional Licensed Target is selected or a Licensed Target is replaced by BMS in accordance with this Agreement.

3.4 Excluded Targets. A Target that is not a Licensed Target or a Reserved Target shall be designated as an excluded Target and not eligible to become a Licensed Target or a Reserved Target, as applicable, if such Target at the time of designation by BMS (either as a Licensed Target or as a Reserved Target, as applicable) [***] (each, an "Excluded Target"); *provided* that Avidity shall promptly provide written notice to the Third Party Gatekeeper in the event that (i) any Target is designated an Excluded Target in accordance with this Section 3.4 (Excluded Targets) (subject to the Third Party Gatekeeper's determination whether such Target is on the Reserved List pursuant to Section 3.2 (Reserved Targets)) or (ii) any Target that was previously an Excluded Target is no longer an Excluded Target, in which case, the Third Party Gatekeeper will notify BMS that an update has been made to the Excluded Targets (without disclosing such Target itself) and BMS shall have the right to designate such Target as a Licensed Target or Reserved Target, as applicable, subject to applicable terms of this Article 3 (Target Nomination). At BMS's election, BMS may provide the identity of the proposed Reserved Target or proposed Additional Licensed Target (A) to Avidity, or (B) to the Third Party Gatekeeper under the Gatekeeper Agreement so that such Third Party Gatekeeper (rather than Avidity) will make the determination as to whether any such proposed Target is an Excluded Target.

3.5 Third Party Gatekeeper Verification of Excluded Target. In the event that BMS desires not to disclose the identity of a given proposed Reserved Target or proposed Additional Licensed Target to Avidity, BMS may provide such proposed Reserved Target or proposed Additional Licensed Target to the Third Party Gatekeeper and provide a written request to Avidity that the Third Party Gatekeeper determine whether such Target is an Excluded Target. Upon such request, Avidity will send to the Third Party Gatekeeper a list of its then-current Excluded Targets. If the Third Party Gatekeeper determines that the requested Target is included on Avidity's list of Excluded Targets, then Avidity will provide the Third Party Gatekeeper with reasonable records and documentation with respect to such Target as necessary to confirm such Target is an Excluded Target. The Third Party Gatekeeper shall notify BMS whether such proposed Target is an Excluded Target, in each case without disclosing to BMS, if applicable, the Third Party with which Avidity is working on the Excluded Target or the nature or details of the internal Avidity program or negotiations. If the Third Party Gatekeeper notifies BMS that such proposed Target is an Excluded Target, then such proposed Target shall not be added to the Reserved List or become an Additional Licensed Target, as applicable. Nothing in this Agreement shall require Avidity to inform BMS of the identity of any of the Excluded Targets, the Indication for which any of the Excluded Targets are being evaluated or developed by Avidity, any data associated with such Excluded Targets, or the development stage of any of the Excluded Targets. Within [***] of the Effective Date, the Parties will negotiate in good faith an amendment to the Gatekeeper Agreement for consistency between the terms of the Gatekeeper Agreement and the applicable terms of this Article 3 (Target Nomination).

3.6 Infeasible Targets. At any time within [***] of BMS's designation of a proposed Replacement Target or proposed Additional Licensed Target as a Licensed Target, subject to Section 3.5 (Third Party Gatekeeper Verification of Excluded Target) ("Rejection Period"), Avidity may notify the JSC that [***], in which event the JSC will promptly meet to determine whether such Target should be rejected for such reason. Any Target rejected by the JSC pursuant to this Section 3.6 (Infeasible Targets)

(or by Avidity via its final decision-making authority pursuant to Section 2.4.3(d)), is referred to in this Agreement as an 'Infeasible Target'. Any such proposed Replacement Target or proposed Additional Licensed Target that is not determined by the JSC to be an Infeasible Target shall become a Replacement Target or Additional Licensed Target, as applicable, after the Rejection Period, or upon the earlier approval by the JSC [***] of such Target as a Replacement Target or Additional Licensed Target, as applicable. If such proposed Replacement Target or proposed Additional Licensed Target is determined by the JSC [***] to be an Infeasible Target, then Avidity shall be bound by the exclusivity provisions of Section 5.7.1 (Avidity Exclusivity) with respect to such Infeasible Target. Without limiting the foregoing, following BMS's designation of a proposed Replacement Target or proposed Additional Licensed Target as a Licensed Target and prior to the determination by the JSC [***] whether such Target is an Infeasible Target, BMS shall have the right to provide Avidity, via the JSC, a presentation on such proposed Replacement Target or Additional Licensed Target, and Avidity shall take such presentation into consideration in good faith in determining the likelihood of Technical Infeasibility. In the event that, at the time of the Additional Licensed Targets Notification, the JSC has not been established pursuant to Section 2.2.1 (Establishment), the role of the JSC under this Section 3.6 (Infeasible Targets) shall be replaced by the designees of each Party solely with respect to the proposed Additional Licensed Targets designated by BMS pursuant to the Additional Licensed Targets Notification.

ARTICLE 4. RESEARCH PROGRAM

4.1 Research Programs. During the applicable Research Term, on a Research Program-by-Research Program basis, the Parties shall conduct Research Collaboration Activities in accordance with applicable Research Plan for such Research Program and terms and conditions of this Agreement.

4.2 Research Plans.

4.2.1 Research Plans. On a Research Program-by-Research Program basis, all Research Collaboration Activities under this Agreement shall be conducted pursuant to a comprehensive Research Plan for such Research Program, with the goal of [***] conducting other activities as set forth in the Research Plan, in order to generate Lead Compounds from such Research Program for potential selection by BMS as Development Candidates for further advancement towards IND approval. Each Research Plan shall allocate responsibility for the Research Collaboration Activities between the Parties, and the Parties shall develop a corresponding Research Budget for each Research Plan. The initial Research Plan for the initial Research Program with respect to the First Licensed Target is attached hereto as Schedule 4.2.1(a) (the "Initial Research Plan") and the corresponding Research Budget for the Initial Research Plan is attached hereto as Schedule 4.2.1(b) (the "Initial Research Budget"). The Initial Research Plan and Initial Research Budget are hereby deemed approved by the JSC (or Parties, as applicable).

4.2.2 Amendments to Research Plans

(a) On at least a [***] basis, the JSC will review and update (if applicable) the Research Plan for each Research Program, and such updated Research Plan shall supersede the previous Research Plan for the applicable Research Program once approved by the JSC.

(b) Without limiting Section 4.2.2(a), either Party may propose to the JSC amendments to the then-current Research Plan for a given Research Program from time to time, as such Party deems appropriate. If approved by the JSC, the amended Research Plan shall become effective for the applicable period on the date approved by the JSC (or such other date as the JSC shall specify). Any JSC-approved amended Research Plan shall supersede the then-current Research Plan for the applicable Research Program for the applicable period.

(c) As part of any amendment to a Research Plan by the JSC, the JSC members of each Party shall inform the JSC members of the other Party of any potential Third Party Patents or proprietary Know-How known to such Party that may be required to perform any activity to be

added to the Research Plan as a result of such amendment, and the Parties shall discuss in good faith, and take into consideration and agree on a strategy on such Third Party Patents or proprietary Know-How in finalizing the amendment to such Research Plan.

4.2.3 Research Plans for Additional Licensed Targets. Upon designation of (a) a Target as an Additional Licensed Target in accordance with Section 3.3.1 (Designation of Additional Licensed Targets), or (b) a Reserved Target as a Licensed Target in accordance with Section 3.3.2 (Replacement Targets), the Parties will collaboratively generate the Research Plan for the Research Program directed to such Licensed Target; *provided* that (i) such Research Plan shall be based on the Initial Research Plan attached hereto as of the Effective Date, but accounting for differences between the applicable Licensed Targets and (ii) such Research Plan shall be subject to the JSC's approval.

4.2.4 Performance Efforts. Each Party shall conduct the activities allocated to such Party in the Research Plans in accordance with such Research Plans and the terms of this Agreement. Without limiting the foregoing, during the Research Term for a given Research Program, Avidity and BMS shall each commit sufficient resources, staffing, equipment, facilities, materials, and other resources to timely perform all the activities allocated to it under the Research Plans. Each Party shall be fully responsible for its respective research efforts and shall bear all corresponding costs and expenses, subject to Section 4.2.6 (Research Costs for Research Collaboration Activities). In addition, at the request of BMS, Avidity shall consult with BMS with respect to, and provide reasonable assistance (including technical assistance) to BMS in connection with, BMS's performance of its activities under a given Research Plan.

4.2.5 BMS Contributed Collaboration Technology for use in the Performance of the Research Programs. Pursuant to Section 4.2.2 (Amendments to Research Plan), BMS may, in its sole discretion, propose to the JSC for inclusion in any Research Program any BMS Contributed Collaboration Technology that BMS reasonably believes may be necessary or reasonably useful for the generation of Licensed Compounds and Lead Compounds under any Research Program. If the JSC determines to use such BMS Contributed Collaboration Technology in the Research Collaboration Activities under a Research Program, then Avidity shall use the BMS Contributed Collaboration Technology solely to perform the activities for BMS with respect to the Licensed Compounds and Licensed Products in accordance with the applicable Research Plan and for no other uses or purposes. At the request of BMS, the JSC shall discuss firewalls and other protections to be put in place by Avidity to ensure that (a) the BMS Contributed Collaboration Technology is disclosed by Avidity only to those Avidity personnel performing activities under the applicable Research Program and who need to know such BMS Contributed Collaboration Technology to perform such activities, and (b) the BMS Contributed Collaboration Technology is not used for any uses or purposes other than to perform the activities for BMS with respect to the Licensed Compounds and Licensed Products in accordance with the applicable Research Plan, and Avidity shall promptly implement and maintain such firewalls and other protections.

4.2.6 Research Costs for Research Collaboration Activities

(a) Upon designation of (i) a Target as an Additional Licensed Target in accordance with Section 3.3.1 (Designation of Additional Licensed Targets), or (ii) a Reserved Target as a Licensed Target in accordance with Section 3.3.2 (Reserved Targets), Avidity will collaboratively generate the Research Budget for the Research Program directed to such Licensed Target. Either Party may propose amendments to the then-current Research Budget for a given Research Program from time to time, as such Party deems appropriate. If approved by the Parties, the amended Research Budget shall become effective for the applicable period on the date approved by the Parties (or such other date as the Parties shall specify). Any such amended Research Budget approved by the Parties shall supersede the then-current Research Budget for the applicable Research Program for the applicable period.

(b) Each Party shall be responsible for any and all costs and expenses it (or its Affiliate) incurs in connection with the Research Collaboration Activities, subject to Section 4.2.6(e). Avidity shall use reasonable and good faith efforts to minimize any Avidity Research Collaboration Costs.

(c) From and after the Effective Date until the end of the last Research Term, on a [***] basis, Avidity will submit to BMS within [***] after the end of each [***], a report (in a form agreed to by the JSC) setting forth the Avidity Research Collaboration Costs actually incurred by Avidity in such just-completed [***] with a summary setting forth in reasonable detail activities performed and costs incurred (broken down by activity).

(d) Avidity will keep and maintain accurate and complete records regarding Avidity Research Collaboration Costs during the Research Term. BMS shall have the right to conduct an audit of Avidity and its Affiliates with respect to any Avidity Research Collaboration Costs by way of Section 7.9 (Audits), applied *mutatis mutandis* (with appropriate substitution/replacement of relevant Party and subject matter).

(e) If the aggregate Avidity Research Collaboration Costs are likely to exceed, or actually exceed the cumulative amount of \$40,000,000 (the "Cumulative Research Funding Cap"), Avidity will provide BMS promptly with a written notice thereof. Upon receipt of such written notice, the Parties shall discuss in good faith and agree on a mutually agreeable resolution on how the Research Collaboration Activities will be managed to maintain the Cumulative Research Funding Cap. Without limiting the foregoing, BMS shall have the right, in its sole discretion, to provide additional funding to Avidity for Avidity to perform additional Research Collaboration Activities which would result in the Avidity Research Collaboration Costs exceeding the Cumulative Research Funding Cap.

4.3 Selection of Lead Compounds and Development Candidates.

4.3.1 Information for Lead Compounds and Development Candidates.

(a) On a regular basis, and in all cases reasonably in advance of each regularly scheduled meeting of the JSC (but at least [***] prior to each such JSC meeting), Avidity shall provide an update in writing to BMS with respect to the Research Collaboration Activities conducted by or on behalf of Avidity under the Research Plan, which update from Avidity shall contain Research Collaboration Data (or a summary thereof), the identity of any Licensed Compounds, information about material developments under the Research Program, and analysis of the results of its Research Collaboration Activities, and such other information as BMS may reasonably request. In addition, Avidity shall provide BMS such other data and information in Avidity's (or its Affiliate's) Control regarding the Research Collaboration Activities and Licensed Compounds as BMS may reasonably request from time to time; *provided* that Avidity will not be required to transfer any information specifically relating to the Licensed Other Modality Compounds or the exploitation thereof.

(b) On a Research Program-by-Research Program basis, within [***] following (i) with respect to the determination whether a Licensed Compound Successfully Achieves [***] with respect to a given Research Program, the completion of all activities under the Research Plan with respect to such Research Program necessary or reasonably useful in determining whether [***] with respect to such Research Program has been Successfully Achieved (such determination to be based on objective criteria as set forth in the applicable Research Program), and (ii) with respect to the determination whether a Licensed Compound Successfully Achieves [***] with respect to a given Research Program, the earliest of (A) the JSC's determination that a Licensed Compound Successfully Achieves [***] with respect to such Research Program or (B) the completion of all activities under the Research Plan with respect to such Research Program, in each case of (i) and (ii), Avidity will deliver to BMS a corresponding complete Data Package for such Research Program. Upon receipt of such Data Package for a given Research Program, BMS shall review such Data Package, and BMS shall notify Avidity, no later than [***] after receiving such Data Package, of any reasonable requests for additional information and records related to such Research Program that is within Avidity's (or its Affiliate's) Control, and Avidity shall respond to such requests within [***] thereof. The Parties will discuss the Data Package at a JSC meeting to be organized no later than [***] from delivery of such Data Package to BMS and determine whether the proposed Licensed Compound Successfully Achieves [***], as applicable, and whether the applicable Data Package is complete.

4.3.2 Technology Transfer for Development Candidates. Without limiting the generality of Section 4.3.1 (Information for Lead Compounds and Development Candidates), upon

BMS's request, following the determination that a given Licensed Compound has Successfully Achieved [***], Avidity shall promptly conduct the technology transfers as set forth in Section 5.10 (Information Sharing to Enable Exploitation of Licensed Compounds and Licensed Products) with respect to[***].

4.4 End of Research Program. Each Research Program shall end at the end of the Research Term for such Research Program unless such Research Program is earlier discontinued in accordance with this Section 4.4 (End of Research Program). BMS shall have the right to discontinue a given Research Program prior to the end of the Research Term by providing [***] prior written notice thereof to Avidity. If BMS exercises its right to discontinue a given Research Program pursuant to this Section 4.4 (End of Research Program), then BMS will be deemed to have terminated at will such Research Program pursuant to Section 11.2 (Termination at Will), and the Parties shall wind-down all activities thereunder as soon as reasonably practicable.

4.5 Records, Reports and Documentation; Inspections. Each Party shall maintain complete, current and accurate reports and records and all related documentation with respect to its activities under a Research Plan in good scientific manner and in compliance with Applicable Law, and each Party shall retain the same for a time period of no less than such time period as may be required by Applicable Law. Such reports, records and documentation shall fully and properly reflect all work done and results achieved in the performance of such activities in good scientific manner and appropriate for regulatory and patent purposes, and shall be prepared and maintained in accordance with Applicable Law, including, to the extent applicable, GLP, GCP and GMP recordkeeping requirements. Upon the written request of BMS and at BMS's sole cost and expense, (a) Avidity shall provide BMS with reasonable access to the foregoing records, reports, and documentation as reasonably requested by BMS to determine whether the Research Collaboration Activities have been performed in accordance with this Agreement, and for any other reason in connection with the Exploitation of Licensed Products and (b) BMS shall have the right to, and Avidity shall afford BMS the right to, reasonably inspect at reasonable times during normal business hours any facilities being used by or on behalf of Avidity to conduct Research Collaboration Activities solely for the purpose of determining whether the Research Collaboration Activities have been performed in accordance with this Agreement; *provided that* (i) such inspections may not be conducted more than [***]in any Calendar Year (unless for cause or as a follow-up to confirm satisfactory completion of corrective actions to address observations from a prior inspection, in which case additional inspections during such Calendar Year may be conducted), (ii) if such inspection involves any facilities of a Third Party, then such inspection would be subject to Avidity's rights with such Third Party, and (iii) any such inspection shall not be performed in such a manner as to unduly delay the performance of the services hereunder.

4.6 Regulatory Responsibility. If any Regulatory Documentation will need to be prepared, filed or maintained in connection with the conduct of the Research Collaboration Activities hereunder, or if there will be any other meetings or interactions with any Regulatory Authorities related to the conduct of the Research Collaboration Activities, BMS shall be responsible for such activities as set forth in Section 6.2 (Regulatory); *provided, however*, that, subject to Section 7.12 (Cost of Avidity Support Services), Avidity shall assist BMS in connection therewith as reasonably requested by BMS.

4.7 Compliance Provisions. With respect to any activities conducted by or on behalf Avidity under this Agreement, including all activities under the Research Program, the following shall apply:

4.7.1 General. Avidity shall, and shall require its Affiliates, licensees and Sublicensees to, conduct activities under this Agreement in compliance with all Applicable Laws (including, to the extent applicable, GCP, GLP and GMP), in good scientific manner and consistent with good business ethics, and Avidity will promptly notify BMS in writing after it becomes aware of any deviations from any of the foregoing.

4.7.2 No Use of Debarred Person. Within [***] following the Effective Date, Avidity will screen against the Exclusions List each person employed or engaged by Avidity or its Affiliates (including pursuant to a Third Party subcontract) as of the Effective Date who it anticipates will perform Research Collaboration Activities, and thereafter will screen against the Exclusions List all additional persons who it intends or desires to engage to perform Research Collaboration Activities prior to their commencing such Research Collaboration Activities. Subject to the foregoing, Avidity, its Affiliates, and

any Third Party subcontracts performing on Avidity's behalf hereunder, will not employ or otherwise use in any capacity, the services of any Person, including any employee, officer, director, consultant or subcontractor, (i) who is (or has been) on the Exclusions List, or who is (or has been) in Violation or otherwise debarred under U.S. law (including Section 21 U.S.C. § 335a) or any foreign equivalent thereof or (ii) that is the subject of an FDA debarment investigation or proceeding (or similar proceeding by any Regulatory Authority outside the U.S.), in each case, in performing any portion of the activities hereunder. If at any point during the Term, Avidity is, or learns that any of its Affiliates or its or their respective officers or directors, or any Person performing on behalf of Avidity under this Agreement is in Violation, Avidity will promptly notify BMS and will prohibit such Person from performing any such activities, function or capacity related to any such activities under this Agreement.

4.7.3 Personal Data. Avidity shall ensure that all Personal Data is processed in accordance with Applicable Laws, including the fair and lawful collection and processing of such Personal Data, the disclosure of such Personal Data to BMS in accordance with this Agreement and the transfer of such Personal Data (including any transfer from inside the EU to outside the EU). Avidity shall promptly notify BMS if it becomes aware that any data provided to BMS is inaccurate or has been unlawfully obtained or processed or, where consent to process Personal Data has been provided, consent is withdrawn or Avidity becomes aware that consent may not be reliable. "Personal Data" means any information relating to an identified or identifiable individual or otherwise as defined under Applicable Laws.

4.8 Use of Materials. In connection with each Research Plan, and subject to the timing and further terms specified in such Research Plan, each Party (the "Materials Provider") may transfer certain Materials to the other Party (the "Materials Receiver") that are not otherwise delivered under a supply, Material transfer, or other separate agreement between the Parties or their Affiliates. In each such case, the Parties will mutually agree on the terms of such Material transfer. In the event of such transfer, unless otherwise agreed in writing, the Materials Provider shall be responsible for obtaining all necessary approvals or filings as required under Applicable Laws for the exportation of any Materials to the Materials Receiver, and the Materials Receiver shall be responsible for obtaining all necessary approvals or filings as required under Applicable Laws for their importation and use by the Materials Receiver. The Materials Receiver will use such Materials only for the purposes of conducting the Collaboration Activities under this Agreement and for no other purpose. Without limiting Article 10 (Representations, Warranties and Covenants), (a) any such Materials will be supplied to Materials Receiver "as is" with no warranties, express or implied, and Materials Provider expressly disclaims any warranty of merchantability or fitness for particular purpose, and (b) the Materials Receiver hereby acknowledges that any such Materials are experimental in nature and may have unknown characteristics and therefore the Materials Receiver agrees to use prudence and reasonable care in the use, handling, storage, transportation and disposition and containment of the Materials. Other than as expressly provided under this Agreement and under the applicable Research Plan, the Materials Provider does not grant to the Materials Receiver or its Affiliates any rights or licenses in or to Materials Provider's Materials. Following the end of the applicable Research Term, the Materials Receiver must destroy any and all records, copies and other tangible embodiments of Materials specific to the corresponding Research Plan and still in its possession, and shall certify such destruction to the Materials Provider in a written notice within [***] of the end of such applicable Research Term, excluding, for clarity, any Materials in the possession, custody, or control of BMS that incorporate or embody the Licensed Compounds or Licensed Products or other deliverables.

ARTICLE 5.

LICENSES; EXCLUSIVITY; NEGATIVE COVENANTS

5.1 License Grants to BMS.

5.1.1 License Grant.

(a) Subject to the terms and conditions of this Agreement, Avidity hereby grants, on behalf of itself and its Affiliates (and hereby causes its Affiliates to grant), to BMS and its Affiliates an exclusive (including with regard to Avidity and its Affiliates), worldwide, royalty-bearing license, with the right to grant and authorize sublicenses in accordance with Section 5.1.3 (Right to

Sublicense), under the Licensed IP to Develop, Manufacture, Commercialize and otherwise Exploit Licensed Compounds and Licensed Products (including as a single agent, for combination use or otherwise) in the Field in the Territory.

(b) Subject to the terms and conditions of this Agreement, Avidity hereby grants, on behalf of itself and its Affiliates (and hereby causes its Affiliates to grant), to BMS and its Affiliates a non-exclusive, worldwide, fully paid-up, royalty-free license, with the right to grant and authorize sublicenses (through multiple tiers [***]), under (a) any Avidity Platform Inventions that were discovered, conceived, or otherwise developed in the performance of Research Collaboration Activities [***] and assigned to Avidity pursuant to Section 9.2.2(a) (Avidity Platform Inventions) and (b) any Patents that claim such Avidity Platform Inventions in the foregoing clause (a), for any and all uses and purposes.

5.1.2 Right of Reference. Subject to the terms and conditions of this Agreement, Avidity hereby grants, on behalf of itself and its Affiliates (and hereby causes its Affiliates to grant), to BMS and its Affiliates (and their designees) a Right of Reference to the Regulatory Documentation Controlled by Avidity or any of its Affiliates. BMS may use such right of reference to Avidity's Regulatory Documentation solely to seek, obtain, support, and maintain INDs, Drug Approval Applications, and Regulatory Approvals for Licensed Compounds and Licensed Products in the Field for the Territory. In furtherance thereof, at the reasonable request of BMS, Avidity shall provide to BMS a cross-reference letter or similar communication to the applicable Governmental Authority or other applicable documentation to effectuate or support such Right of Reference.

5.1.3 Right to Sublicense.

(a) Sublicense. Subject to the terms of Section 5.1.3(b) (Sublicense Requirements), BMS, without the prior consent of Avidity, may grant sublicenses (including the right to grant further sublicenses in multiple tiers) under the exclusive license it receives under Section 5.1.1(a) to any of its Affiliates or any Third Party without the prior written consent of Avidity.

(b) Sublicense Requirements. BMS will ensure that all permitted sublicenses granted under the license it receives under Section 5.1.1(a) (i) are consistent with the applicable terms of this Agreement, including (A) [***] an obligation of such Sublicensee to account for and report its Net Sales (in local currency and United States dollars) on a country-by-country and Licensed Product-by-Licensed Product basis and to provide any other information necessary for BMS to comply with its obligation to provide royalty reports in accordance with Section 7.4.8 (Reports; Payment of Royalty), and (B) the confidentiality and non-use obligations set forth in Article 8 (Confidentiality and Publication). BMS will remain responsible and liable for the performance of all Affiliates and Sublicensees under their respective sublicensed rights to the same extent as if such activities were conducted by BMS. In no event will any sublicense relieve BMS of any of its obligations under this Agreement. No later than [***] following the execution of any sublicense agreement by BMS of the licenses BMS receives under Section 5.1.1(a), [***] BMS will deliver to Avidity notice of, and, upon Avidity's written request, a copy of, any executed sublicense agreement (redacted as necessary to protect confidential information that is not necessary to confirm compliance with this Agreement).

5.2 License to Avidity.

5.2.1 License Grants.

(a) Subject to the terms and conditions of this Agreement, BMS hereby grants to Avidity a limited, non-exclusive, sublicensable (in accordance with Section 5.2.2 (Right to Sublicense)), under (a) the BMS Contributed Collaboration Technology, BMS Contributed Collaboration Inventions, and BMS Contributed Collaboration Patents, and (b) the Licensed IP exclusively licensed to BMS pursuant to Section 5.1.1(a), in each case ((a) and (b)), solely to (i) conduct, during the Research Term, the Research Collaboration Activities allocated to Avidity under the applicable Research Plan and Manufacture Licensed Compounds and Licensed Products to support such Research Collaboration Activities and (ii) Manufacture and supply Licensed Compounds and Licensed Products to BMS to support its Development activities (solely to the extent any such BMS Contributed Collaboration

Technology or BMS Contributed Collaboration Inventions are specifically contributed for use by Avidity in the performance of such Manufacturing) in accordance with the terms and conditions of this Agreement, including the applicable Research Plan, or with respect to Manufacturing, the applicable Supply Agreement, and not for any other purpose.

(b) Subject to the terms and conditions of this Agreement [***].

5.2.2 Right to Sublicense. Avidity may only grant sublicenses under the licenses granted to it in Section 5.2.1(a) (License Grants) with the prior written consent of BMS; *provided* that no such consent shall be required for a sublicense to a permitted subcontractor as set forth in Section 5.5 (Subcontracting) to conduct the applicable Research Collaboration Activities on behalf of Avidity in accordance with the Research Plan. Promptly following the execution of any sublicense by Avidity (or its Affiliate) of the licenses granted to Avidity in Section 5.2.1(a) (License Grants), Avidity shall provide BMS with a true and complete copy of such sublicense agreement. Avidity shall remain responsible and liable for its sublicensee's compliance with the applicable terms and conditions of this Agreement.

5.3 Retained Rights by the Parties. For clarity, each Party retains all rights, including all rights under Know-How and Patents Controlled by such Party, not expressly granted to the other Party pursuant to this Agreement. Neither Party will practice the issued Patents and Know-How licensed by the other Party to it under this Agreement other than expressly licensed herein; *provided* that a Party will not be in violation of the foregoing if such Party practices such Patents as permitted under Applicable Law, including within the safe harbor protections under 35 U.S.C. § 271(e).

5.4 Avidity In-License Agreements.

5.4.1 Avidity Existing In-License Agreements. During the Term [***].

5.4.2 New Avidity In-License Agreements.

(a) Subject to Section 5.4.2(b), if either Party or their respective Affiliates reasonably determines in good faith that any Intellectual Property Rights Controlled by any Third Party are, or would be necessary or useful for the Development, Manufacture, or Commercialization of other Exploitation any Licensed Product, then such Party will promptly provide notice to the other Party of such Intellectual Property Right. [***] then Avidity or its Affiliate shall have the right to negotiate and acquire rights to such Intellectual Property Rights (through a license or otherwise, including pursuant to any settlement agreement) (the "New Avidity In-Licensed Technology"), subject to BMS's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. If Avidity or its Affiliate acquires rights to any such Intellectual Property Rights (through a license or otherwise) and if BMS elects to become a sublicensee under such New Avidity In-License Agreement, then BMS will reimburse Avidity for the cost such rights within [***] of receiving an invoice therefor from Avidity [***] such costs are directly attributable to its Exploitation of Licensed Compounds and Licensed Products. Such reimbursement payments from BMS to Avidity shall be BMS Third Party Payments for the purposes of this Agreement, and BMS shall be entitled to offset a portion of such payments pursuant to Section 7.4.5 (Stacking).

(b) Notwithstanding the foregoing, if either Party or their respective Affiliates reasonably determine in good faith that any Intellectual Property Right Controlled by any Third Party [***], then such Party will promptly provide notice to the other Party of such Intellectual Property Right. If Avidity then notifies BMS in writing within [***] that Avidity or its Affiliate is in the process of pursuing or will pursue an acquisition or in-license of such Intellectual Property Right, then: (i) Avidity or its Affiliate will negotiate in good faith towards such an acquisition or in-license on commercially reasonable terms; and (ii) during such negotiation or the term of any such acquisition or in-license agreement, BMS and its Affiliates will not pursue, directly or indirectly, an acquisition or in-license of such Intellectual Property Rights without Avidity's prior written consent. If (A) Avidity does not notify BMS in writing within [***] that Avidity or its Affiliate is in the process of pursuing or will pursue an acquisition or in-license of such Intellectual Property Rights or (B) if any Avidity In-License Agreement is terminated through no fault of BMS, then (in each case (A) and (B)) BMS or its Affiliate shall have the right to negotiate and acquire rights to such Intellectual Property Rights (through a license or otherwise,

including pursuant to any settlement agreement). If Avidity or its Affiliate acquires rights to any such Intellectual Property Rights (through a license or otherwise, including pursuant to any settlement agreement) under this 5.4.2(b) and if BMS elects to become a sublicensee under such New Avidity In-License Agreement, then [***]. Such reimbursement payments from BMS to Avidity shall be BMS Third Party Payments for the purposes of this Agreement, and BMS shall be entitled to offset a portion of such payments pursuant to Section 7.4.5 (Stacking).

(c) In all cases, if Avidity (or its Affiliate) determines to take a license to or acquire any such New Avidity In-Licensed Technology pursuant to a New Avidity In-License Agreement, Avidity shall negotiate such New Avidity In-License Agreement in good faith and, except to the extent such New Avidity In-License Agreement solely relates to Avidity AOC Platform Technology, shall (i) keep the JSC apprised of such negotiations, (ii) take into account any reasonable concerns or suggestions expressed by BMS's members of the JSC with respect thereto, (iii) keep the JSC apprised of the terms of the agreement during the course of negotiations (including, in all cases, prior to entering into such agreement), and (iv) take into account any reasonable concerns or suggestions expressed by BMS's members of the JSC with respect to such terms. [***] Without limiting the foregoing, Avidity shall use reasonable efforts to include in any New Avidity In-License Agreement a provision such that if the license is terminated for breach by Avidity (or its Affiliate), BMS, at its discretion, has the right to cure the breach and obtain a license on substantially the same terms.

(d) If Avidity (or its Affiliate) enters into a New Avidity In-License Agreement, then Avidity shall (i) promptly (but in all cases within [***] after entering into such license) notify BMS thereof in writing (including providing BMS a true, correct and complete copy of the New Avidity In-License Agreement) and (ii) at the request of BMS, engage in good faith discussions with BMS in order to allow BMS to determine whether BMS desires to become a sublicensee thereunder. If BMS notifies Avidity in writing that it desires to become a sublicensee under such New Avidity In-Licensed Technology, then such New Avidity In-Licensed Technology will be deemed to be Controlled by Avidity and will be included as Avidity Know-How and Avidity Patents, as applicable, hereunder and shall be subject to the terms of this Agreement. If Avidity enters into a New Avidity In-License Agreement for any New Avidity In-Licensed Technology, but BMS does not notify Avidity in writing that it desires to be a sublicensee under such New Avidity In-License Agreement, then such New Avidity In-Licensed Technology shall not be deemed to be Controlled by Avidity and will not be included within the Avidity Know-How or Avidity Patents hereunder (and Avidity shall not use any such New Avidity In-Licensed Technology in the conduct of the Research Programs hereunder). Notwithstanding anything to the contrary contained herein, Avidity agrees that it (and its Affiliates and permitted contractors) shall not (A) use or practice any Patents and Know-How under any Avidity In-License Agreement in the performance of any Research Program or in the Development, Manufacture or other Exploitation of any Licensed Compound or Licensed Product hereunder or (B) disclose to BMS or its Affiliates, Sublicensees or contractors any confidential or proprietary information of any Third Party, in each case ((A) and (B)), without the prior written consent of BMS.

(e) If BMS or its Affiliate acquires rights to any Intellectual Property Rights (through a license or otherwise, including pursuant to any settlement agreement) under this Section 5.4.2 (New Avidity In-License Agreements), then BMS will bear all costs for such rights; *provided* that BMS's payments for such rights will be subject to Section 7.4.5 (Stacking).

5.5 Subcontracting. Subject to the terms of this Section 5.5 (Subcontracting), each Party may engage its Affiliates or Third Party subcontractors to perform its activities hereunder without the other Party's consent. The Party engaging a subcontractor shall remain responsible for the performance of its activities by such Affiliates and subcontractors in accordance with the applicable terms of this Agreement. In all cases, any such subcontracts shall require the subcontractor to comply with confidentiality and non-use provisions no less stringent than those contained in this Agreement with respect to Confidential Information of the other Party and to comply with intellectual property provisions that assign to the subcontracting Party the rights in Inventions made from the performance of Research Collaboration Activities as set forth herein.

5.6 No Implied Licenses. Except as specifically set forth in this Agreement, neither Party shall acquire any license, intellectual property interest or other rights, by implication or otherwise, in any

Know-How disclosed to it under this Agreement or under any Patents Controlled by the other Party or its Affiliates.

5.7 Exclusivity.

5.7.1 Avidity Exclusivity. Except for the conduct of (a) the Research Collaboration Activities allocated to Avidity under a Research Program as set forth in, and in accordance with, this Agreement (including the applicable Research Plan), and (b) Manufacturing activities for the benefit of BMS as specifically required pursuant to, and in accordance with, Section 6.3.2 (Supply of Licensed Compounds and Licensed Products), during the Avidity Exclusivity Period, Avidity shall not, and shall cause its Affiliates not to, either itself or with, through or on behalf of a Third Party, engage directly or indirectly in the discovery or other Development, Commercialization, or other Exploitation anywhere in the Territory of any Avidity Competitive Product in the Field.

5.7.2 BMS Exclusivity. On a Licensed Target-by-Licensed Target basis, except for the conduct of the Development of Licensed Compounds and Licensed Products pursuant to this Agreement, during the BMS Exclusivity Period for a given Research Program, BMS shall not [***].

5.7.3 Acquisition of Distracting Product. Notwithstanding the provisions of Section 5.7.1 (Avidity Exclusivity) or Section 5.7.2 (BMS Exclusivity), if a Party or any of its Affiliates acquires rights to develop or commercialize a product in the Field through the acquisition of a Third Party (whether by merger or acquisition of all or substantially all of the stock or assets of a Third Party) (each, an "Acquisition Transaction") and, on the date of the closing of such Acquisition Transaction, such product is being developed or commercialized and such activities would, but for the provisions of this Section 5.7.3 (Acquisition of Distracting Product), constitute a breach of Section 5.7.1 (Avidity Exclusivity) or Section 5.7.2 (BMS Exclusivity) (each, a "Distracting Product"), such Party shall not be deemed to be in breach of Section 5.7.1 (Avidity Exclusivity) or Section 5.7.2 (BMS Exclusivity), as applicable, so long as such Party is in compliance with the following clause (a) (with respect to Avidity) or clause (b) (with respect to BMS):

(a) Avidity will, within [***] after the closing of such Acquisition Transaction notify BMS in writing of such acquisition and either: (i) request that such Distracting Product be included in this Agreement on terms to be negotiated, in which case, the Parties will discuss the matter in good faith for a period of no less than [***] (or such longer period as may be agreed by the Parties) and, if unable to reach agreement on the terms on which such Distracting Product would be included hereunder within such period, then neither Party shall have the right to pursue development or commercialization of such Distracting Product and Avidity or its Affiliate will take the action specified in clause (ii) below; *provided* that the time periods specified in clause (ii) will be tolled for so long as the Parties are engaged in discussion under this clause (i); or (ii) (A) notify BMS in writing that Avidity or its Affiliate will promptly, but in any event within [***] of the date of closing of the Acquisition Transaction, Divest such Distracting Product and (B) at all times prior to such Divestiture (x) any commercialization or development of any such Distracting Product are conducted independently of the activities under this Agreement [***] and without use of any Licensed IP, BMS Contributed Collaboration Technology, or BMS_Manufacturing Know-How, (y) Confidential Information of BMS, is provided to, or shared with any personnel working on the Distracting Product, and (z) Avidity puts in place firewalls and other protections reasonably acceptable to BMS that are reasonably designed to ensure that the foregoing clauses (x) and (y) are complied with.

(b) BMS and its Affiliates will ensure that [***].

5.7.4 Change of Control. If either Party undergoes a Change of Control with a Third Party who owns or has rights to develop or commercialize an Avidity CoC Competing Product or BMS CoC Competing Product, as applicable, such Party (or its Affiliates) shall not be in breach of the provisions of Section 5.7.1 (Avidity Exclusivity) or Section 5.7.2 (BMS Exclusivity), as applicable, as a result of the continued commercialization or development of any such Avidity CoC Competing Product or BMS CoC Competing Product, as applicable, during the Term by the Third Party acquiror or its Affiliate (other than Avidity and its Affiliates in existence immediately prior to the Change of Control); so long as

such Party is in compliance with the following clause (a) (with respect to Avidity) or clause (b) (with respect to BMS):

(a) (i) such activities are conducted independently of the activities under this Agreement (including maintaining separate lab notebooks and personnel from individuals performing technical, scientific or other similar activities under this Agreement) and without use of any Licensed IP, BMS Contributed Collaboration Technology, or BMS Manufacturing Know-How; (ii) no Confidential Information of BMS, is provided to, or shared with any personnel working on the Avidity CoC Competing Product; and (iii) Avidity puts in place firewalls and other protections reasonably acceptable to BMS that are reasonably designed to ensure that the foregoing clauses (i) and (ii) are complied with.

(b) [***].

5.8 Confirmatory Patent License. Each Party shall, if requested to do so by the other Party, promptly enter into confirmatory license agreements in a form reasonably requested by the other Party for purposes of recording the licenses granted to the other Party under this Agreement with such patent offices in the Territory as the other Party considers appropriate. Until the execution of any such confirmatory licenses, so far as may be legally possible, Avidity and BMS shall have the same rights in respect of the Avidity Patents and Avidity Know-How, and be under the same obligations to each other in all respects, in each case in accordance with this Agreement, as if the said confirmatory licenses had been executed.

5.9 Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by BMS or Avidity are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, licenses of right to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that the Parties, as licensees of such rights under this Agreement, shall retain and may fully exercise all of their rights and elections under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against either Party under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, the Party that is not a party to such proceeding shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in the non-subject Party's possession, shall be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon the non-subject Party's written request therefor, unless the Party subject to such proceeding elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under clause (a) above, following the rejection of this Agreement by or on behalf of the Party subject to such proceeding upon written request therefor by the non-subject Party. The Parties agree that all payments due pursuant to Section 7.3 (Milestone Payments) and Section 7.4 (Royalties) constitute "royalties" within the meaning of Section 365(n) of the U.S. Bankruptcy Code.

5.10 Information Sharing to Enable Exploitation of Licensed Compounds and Licensed Products

5.10.1 General. With respect to each Research Program, as soon as reasonably practicable following the commencement of such Research Program (but in all cases within [***] after such commencement or such other period of time as agreed to by the Parties), and thereafter from time to time on a prompt and timely basis (and in all cases reasonably in advance of each regularly scheduled meeting of the JSC, but at least [***] prior to each such JSC meeting) until the expiration of the Research Term for such Research Program (and as otherwise reasonably requested by BMS from time to time during the Research Term), Avidity shall disclose and provide to BMS (or its designee) in English (in writing and in an electronic format) all physical embodiments of Avidity Know-How necessary or reasonably useful for the completion of BMS's activities under such Research Program; *provided* that Avidity will not be obligated to disclose additional Know-How within the Additional Avidity Platform Technology unless and until approved by BMS in accordance with Section 5.11 (Additional Avidity Platform Technology). Notwithstanding the foregoing, and without limiting the foregoing or the provisions of Section 6.4.2 (Manufacturing Technology Transfer), within [***] of the Effective Date, Avidity shall provide to BMS (or its designee) [***]. For clarity, (a) Avidity will not be required to

transfer any information specifically relating to the Licensed Other Modality Compounds or the exploitation thereof, and (b) in no event shall the foregoing activities be subject to Section 7.12 (Cost of Avidity Support Services).

5.10.2 Assistance. At the request of BMS during the Term and subject to Section 7.12 (Cost of Avidity Support Services), Avidity shall provide BMS (and its designees) with any additional assistance as reasonably requested by BMS to effectuate the transfer to, and implementation and use by, BMS of the information, documentation and materials set forth in Section 5.10.1 (General), or any other Avidity Know-How necessary or reasonably useful for the Exploitation of Lead Compounds and Development Candidates and other Licensed Compounds, in each case, in a timely manner; *provided* that Avidity will not be required to transfer any information specifically relating to the Licensed Other Modality Compounds or the exploitation thereof. Without limiting the generality of the foregoing and subject to Section 7.12 (Cost of Avidity Support Services), if BMS requests visits or other assistance from Avidity's representatives for purposes of effectuating such transfer, implementation or use, or for purposes of BMS (or its designees) acquiring expertise on the application of such information, documentation or materials, Avidity shall send appropriate representatives to BMS's (or its designee's) facilities and otherwise make such representatives reasonably available to BMS (or its designee) to provide such assistance, including answering questions.

5.11 Additional Avidity Platform Technology.

5.11.1 Evaluation of Additional Avidity Platform Technology. During the Research Term, Avidity shall promptly (and in all cases no later than [***]) notify the JSC in writing of the existence of any proposed Additional Avidity Platform Technology that has not been previously disclosed to BMS under this Agreement (each such notice, an "Avidity Additional Platform IP Notification"). Each Avidity Additional Platform IP Notification shall (a) describe (i) the applicable Know-How in reasonable detail, including whether any such Know-How is licensed to Avidity by a Third Party, and (ii) any Third Party Intellectual Property Rights known to Avidity that may be necessary to practice such Know-How and (b) disclose any Patent owned or controlled by Avidity or its Affiliates claiming such proposed Additional Avidity Platform Technology. The JSC shall discuss and review such Avidity Additional Platform IP Notification, and BMS, in its sole discretion, may decline to have any such Know-How (and such Patents to the extent claiming such Know-How) included as Avidity Know-How and Avidity Patents under this Agreement by providing Avidity with written notice of such determination within [***] of receiving such Avidity Additional Platform IP Notification, in which case such Know-How and Patents (to the extent declined by BMS) will be excluded from the definitions of Avidity Patents, Avidity Know-How and Licensed IP. If BMS does not so decline to have any such Know-How or Patent included as Avidity Know-How or an Avidity Patent under this Agreement, the JSC shall promptly notify the IP Committee of such Avidity Additional Platform IP Notification. The IP Committee shall discuss and review such Know-How and Patents[***] then such Know-How shall be deemed to be "Additional Avidity Platform Technology" for purposes of this Agreement (subject to Section 5.11.3 (BMS Decline of Additional Avidity Platform Technology)).

5.11.2 Disputes. [***] then BMS will, within [***] of the IP Committee's receipt of the applicable Avidity Additional Platform IP notification, in its sole discretion, either (a) decline to have any such Know-How or Patent included under this Agreement by providing Avidity with written notice of such determination (in which case such Know-How and Patents will be excluded from the definitions of Avidity Patents, Avidity Know-How, and Licensed IP) or (b) [***].

5.11.3 BMS Decline of Additional Avidity Platform Technology. [***] BMS may, in its sole discretion, nonetheless decline to have any such Know-How included as Additional Avidity Platform Technology under this Agreement by providing Avidity with written notice of such determination within [***] of receiving such Avidity Additional Platform IP Notification [***]. If BMS provides Avidity with such written notice within such applicable period, then such Know-How will not become Additional Avidity Platform Technology under this Agreement, and instead such Know-How and Patents to the extent claiming such Know-How will be excluded from the definitions of Avidity Patents, Avidity Know-How, and Licensed IP [***].

5.11.4 Records. The IP Committee shall keep a running list of all Additional Avidity Platform Technology.

ARTICLE 6.

FURTHER DEVELOPMENT, REGULATORY, MANUFACTURING, AND COMMERCIALIZATION OF LICENSED PRODUCTS

6.1 Development.

6.1.1 General. Except for the Research Collaboration Activities allocated to Avidity under a Research Plan, BMS (and its Affiliates), either itself or with or through Third Party(ies), shall have the sole right to Develop (and shall control all aspects of the Development of) Licensed Compounds and Licensed Products in the Field in the Territory. For the avoidance of doubt, during the applicable Research Term, BMS shall not conduct any research activities with respect to Licensed Compounds and Licensed Products outside of the Research Plan applicable to such Licensed Compounds and Licensed Products.

6.1.2 Diligence. Subject to Avidity's compliance with this Agreement, including the performance of the Research Collaboration Activities allocated to Avidity, on a Licensed Target-by-Licensed Target basis, BMS (itself or with or through its Affiliates or Third Parties) shall use Commercially Reasonable Efforts to Develop, and to seek Regulatory Approval for, at least one Licensed Product Directed to such Licensed Target in the U.S. and at least one of the Other Major Markets.

6.1.3 Assistance by Avidity. Subject to Section 6.4.3 (Cost of Manufacturing Technology Transfer), to the extent not otherwise set forth in this Agreement or in a Research Plan, at the reasonable request of BMS, Avidity shall consult with BMS with respect to, and provide reasonable assistance (including technical assistance) to BMS in connection with, BMS's Development (including manufacturing process development) and Manufacture of Licensed Compounds and Licensed Products.

6.2 Regulatory.

6.2.1 Regulatory Activities.

(a) BMS (or its Affiliates or other designees) shall have the sole right to (i) prepare, obtain, and maintain INDs, Drug Approval Applications, Regulatory Approvals and other regulatory submissions and applications for Licensed Compounds and Licensed Products (including as a single agent, for combination use or otherwise) in the Field in the Territory (including the setting of the overall regulatory strategy therefor), and (ii) conduct communications with Regulatory Authorities for Licensed Compounds and Licensed Products (including as a single agent, for combination use or otherwise) in the Field in the Territory. Without limiting Avidity's obligations set forth in a Research Plan, Avidity shall provide support and assistance to BMS, as may be reasonably requested by BMS and subject to Section 7.12 (Cost of Avidity Support Services), in preparing, obtaining and maintaining INDs, Drug Approval Applications and Regulatory Approvals for Licensed Products, and in the activities in support thereof, including (A) providing documents or other materials required by Applicable Law or requested by a Regulatory Authority, (B) otherwise assisting BMS with preparing such Regulatory Documentation and answering questions from Regulatory Authorities (including, if requested by BMS, attending meetings with Regulatory Authorities), (C) filing (or using Commercially Reasonable Efforts to cause its contract manufacturers to file) regulatory documentation with Regulatory Authorities such that such documentation may be referenced in Regulatory Documentation submitted by BMS (or its Affiliates or other designees) for Licensed Compounds and Licensed Products if applicable, and (D) providing (and using Commercially Reasonable Efforts to cause its contract manufacturers to provide) CMC and other Manufacturing-related information and assistance. As between the Parties, all Regulatory Documentation (including all Regulatory Approvals) for any Licensed Compound or Licensed Product shall be owned by, and shall be the sole property and held in the name of, BMS (or its Affiliate or other designee).

(b) Without limiting the foregoing, at no cost to BMS (i) reasonably in advance of any preparation of an IND submission for Licensed Compounds and Licensed Products by

BMS, the Parties will meet to discuss the information to be included in such IND submission that specifically relates to the Avidity AOC Platform Technology, and Avidity will provide such information in its Control that it believes to be useful, and (ii) prior to any IND submissions for Licensed Compounds and Licensed Products by BMS, to the extent such IND submissions specifically relates to the Avidity AOC Platform Technology, BMS shall provide Avidity a draft copy of the portions of such IND that specifically relate to the Avidity AOC Platform Technology to allow Avidity to review to ensure consistency of language and information previously known to Regulatory Authorities regarding the Avidity AOC Platform Technology, and BMS shall reasonably consider any comments provided by Avidity within [***] of Avidity's receipt of such draft copy that specifically relate to the Avidity AOC Platform Technology, and BMS will also provide Avidity with a final copy of the portion of such IND submissions that specifically relate to the Avidity AOC Platform Technology as filed with the Regulatory Authority. For clarity, in no event shall the foregoing discussions, support, and assistance provided by Avidity be subject to Section 7.12 (Cost of Avidity Support Services).

(c) In addition, prior to any submission of regulatory documentation relating to the Avidity AOC Platform Technology by Avidity, to the extent such submissions specifically relates to any Licensed Compound or Licensed Product, Avidity shall provide BMS a draft copy of such documentation to allow BMS to review to ensure consistency of language and information previously known to Regulatory Authorities regarding the Licensed Compound or Licensed Product, and Avidity shall consider any comments timely provided by BMS in good faith; *provided* that (x) Avidity may redact any information that is not specifically related to the Licensed Compound or Licensed Product and (y) Avidity will not have to provide BMS with any regulatory documentation, information or materials related to a compound or product being Developed or Commercialized by a Third Party licensee of Avidity.

6.2.2 Interactions with Regulatory Authorities. As between the Parties, BMS (or its Affiliates or other designees) shall have the sole right to communicate and otherwise interact with Regulatory Authorities with respect to any Licensed Compound or Licensed Product, including with respect to any INDs, Drug Approval Applications and other Regulatory Approvals in connection therewith. Except to the extent required by Applicable Law (in which case Avidity shall notify BMS of such legal requirement in writing and shall, to the extent permitted by Applicable Law, consult with, and follow the reasonable direction of BMS in making the filings or otherwise interacting with Regulatory Authorities), Avidity (and its Affiliates) shall have no right to, and shall not, make any regulatory filings related to any Licensed Compound or Licensed Product or otherwise interact with any Regulatory Authorities with respect to any Licensed Compound or Licensed Product; *provided* that as and to the extent reasonably requested by BMS in writing, Avidity shall interact with Regulatory Authorities (including making such regulatory filings and performing such other regulatory functions) in connection with Licensed Compounds and Licensed Products.

6.2.3 Global Safety Database; Pharmacovigilance. BMS (itself or through its designee) shall be responsible for establishing, holding and maintaining the global safety database for any Licensed Product with respect to information on adverse events concerning any Licensed Product, as and to the extent required by Applicable Law.

6.2.4 Safety Information Exchange. Prior to the first Licensed Product entering clinical Development, the Parties will negotiate in good faith and agree on processes and procedures for sharing safety information and ensuring compliance with reporting requirements to Regulatory Authorities relating to Licensed Products. The agreed upon processes and procedures will be set forth in a pharmacovigilance agreement containing mutually agreed terms and conditions that are customary for agreements of this type.

6.3 Manufacture.

6.3.1 Supply of Licensed Compounds and Licensed Products. BMS (and its Affiliates), either itself or with or through Third Party(ies), shall have the sole right to Manufacture (and shall control all aspects of the Manufacturing of) Licensed Compounds and Licensed Products for use in the Field in the Territory (including for use in Clinical Trials) subject to the terms of this Agreement, and for clarity, except as specifically required pursuant to and in accordance with Section 6.3.2 (Supply of Licensed

Compounds and Licensed Products), Avidity (and its Affiliates) shall have no right to do so. For clarity, at all times during the Term, BMS shall have the right to conduct applicable pre-Manufacturing activities (including Developing the Manufacturing process), together with any Third Party with respect to such Licensed Compound or Licensed Product.

6.3.2 Supply of Licensed Compounds and Licensed Products for the Research Programs Avidity shall Manufacture (or have Manufactured) and supply to BMS Licensed Compounds (including Lead Compounds or Development Candidates, as applicable) and Licensed Products containing such Licensed Compounds for use in the conduct of activities under the Research Programs. The supply requirements requested by BMS shall be set forth in the applicable Research Plan and the cost for such requirements shall be included in the applicable Research Budget. For clarity, during the Research Term, Avidity will only Manufacture non-GMP Materials pursuant to this Section 6.3.2; provided, however, that, upon BMS's request, the Parties shall discuss in good faith Avidity's Manufacture and supply of GMP Materials to BMS where BMS determines (in BMS's sole discretion) that comparability studies are required.

6.3.3 Supply of Licensed Compounds and Licensed Products following the Research Programs

(a) If and to the extent requested by BMS, Avidity will Manufacture (or have Manufactured) and supply Licensed Compounds (or Licensed Products containing such Licensed Compounds, as requested by BMS) (and placebo) Directed to the First Licensed Target for BMS's use in clinical Development for Phase 1 Trials and Phase 2 Trials, following the completion of the Research Program with respect thereto. However, if BMS desires for Avidity to Manufacture and supply such Licensed Compounds and Licensed Products (and placebo) for use in Phase 1 Trials or Phase 2 Trials, then BMS must provide to Avidity a written request for such supply no later than the Successful Achievement of the Development Candidate Criteria with respect to such Research Program for the First Licensed Target. If so requested by BMS in accordance with this Section 6.3.2 (Supply of Licensed Compounds and Licensed Products), the Parties shall negotiate in good faith and shall enter into a supply agreement and associated quality agreement (collectively, the "Supply Agreement"), which shall include customary provisions to address the forecasting, order, delivery, and other customary provisions applicable to the supply of such Licensed Compounds and Licensed Products for BMS's such Development purposes; *provided* that Avidity will not be required to Manufacture (or have Manufactured) and supply any Licensed Compounds or Licensed Products until the Parties have executed a Supply Agreement. Any supply pursuant to this Section 6.3.3(a) (and for clarity, not provided pursuant to Section 6.3.2 (Supply of Licensed Compounds and Licensed Products for the Research Programs) for use in the conduct of Research Collaboration Activities) shall be charged to BMS at Avidity's actual fully-burdened cost of goods plus a [***]% mark-up. In all cases, BMS shall have the right to review, and coordinate with Avidity with respect to, the supply chain to be used by Avidity to Manufacture and supply Development Candidates and Licensed Products hereunder. Except as provided in this Section 6.3.3(a), unless otherwise agreed by the Parties, BMS will be responsible for the Manufacture of Licensed Compounds and Licensed Products for BMS's use in Development following the completion of the Research Program with respect thereto.

(b) Notwithstanding the foregoing provisions of this Section 6.3.3 (Supply of Licensed Compounds and Licensed Products following the Research Programs), upon written notice to Avidity, BMS shall have the right, in its discretion, on a Licensed Compound-by-Licensed Compound or Licensed Product-by-Licensed Product basis, as applicable, to take over responsibility for Manufacturing (or having Manufactured) the applicable Licensed Compound or Licensed Product. If BMS provides such written notice, then BMS shall have full control, responsibility, and decision making authority in connection with such Manufacture and supply (and, if requested by BMS, Avidity shall commence the Manufacturing technology transfers and provide such other assistance with respect to the Manufacture of the applicable Development Candidate or Licensed Product in accordance with Section 5.10 (Information Sharing to Enable Exploitation of Licensed Compounds and Licensed Products) and Section 6.4.2 (Manufacturing Technology Transfer)).

6.4 Manufacturing Transition.

6.4.1 Generally. The JSC shall establish a joint technology transfer and supply steering committee ("JTTSSC") of duly qualified Manufacturing personnel to facilitate supply of, and development of the Avidity Manufacturing Process for, the relevant Licensed Compound and Licensed Products hereunder and Manufacturing Technology Transfer. The JTTSSC will be responsible for monitoring the progress of the Research Collaboration Activities under the Research Plans to anticipate, and plan for, the transition of Manufacturing responsibilities for the Licensed Compounds and Licensed Products to BMS. Avidity will regularly provide updates to the JTTSSC with respect to the status of the Manufacture and supply of, and development of the Avidity Manufacturing Process for, the relevant Licensed Compound and Licensed Products.

6.4.2 Manufacturing Technology Transfer. Without limiting the provisions of Section 5.10 (Information Sharing to Enable Exploitation of Licensed Compounds and Licensed Products), on a Research Program-by-Research Program basis, at the request of BMS, Avidity shall provide, and shall use Commercially Reasonable Efforts to cause its Third Party manufacturers to provide to BMS (or its designee), a full manufacturing technology transfer (including providing assistance as reasonably requested by BMS in connection with such transfer) of Avidity Know-How to enable BMS (or its Affiliate or designated Third Party manufacturer, as applicable) to implement the Avidity Manufacturing Process for, and to otherwise Manufacture, Licensed Products (including any Licensed Compound contained therein) from such Research Program at the facilities designated by BMS (each, a "Manufacturing Technology Transfer"). Prior to initiating such Manufacturing Technology Transfer, the Parties (through the JTTSSC) will promptly develop and agree upon a plan for conducting such Manufacturing Technology Transfer, including a timeline for completing activities set forth therein (the "Manufacturing Technology Transfer Plan"). Avidity shall initiate such requested Manufacturing Technology Transfer promptly (and in all cases within [**]) after the Manufacturing Technology Transfer Plan is agreed upon by the Parties and shall complete such transfer in accordance with the Manufacturing Technology Transfer Plan on the timeline set forth therein. If requested by BMS, such Manufacturing Technology Transfer Plan shall include (a) facilitating BMS (or its Affiliate) entering into agreements with applicable Third Party suppliers relating to Licensed Compounds or Licensed Products, and (b) Avidity (and its Affiliates and Third Party manufacturers) providing to BMS (or its Affiliate or designated Third Party manufacturer, as applicable) all test results, records and other documentation related to the Manufacture of Licensed Compounds and Licensed Products, which shall be provided in English. Without limiting the generality of the foregoing, until such time as BMS (or its designee) is able to Manufacture GMP-grade clinical quantities of the applicable Licensed Compound or Licensed Product, as applicable (the "Manufacturing Transition Period"), (i) at the request of BMS, Avidity shall make available its (and its Affiliates') employees (subject to the reasonable availability of such employees) and consultants (including using Commercially Reasonable Efforts to cause personnel of its Third Party contract manufacturers to be made available) to BMS (and its designees) to provide reasonable consultation and technical assistance (including visitation to facilities) in order to assist with the implementation of the Manufacture (including with respect to the Avidity Manufacturing Process) of such Licensed Compound and Licensed Product by BMS (or its designee) and to assist BMS (or its designee) in the start-up of its Manufacture of such Licensed Compound and Licensed Product, as applicable, as well as Manufacturing process development for such Licensed Compound and Licensed Product and (ii) in addition to the foregoing clause (i), at the request of BMS, [**].

6.4.3 Cost of Manufacturing Technology Transfer. With respect to the Manufacturing Technology Transfer and assistance provided under Section 6.4.2 (Manufacturing Technology Transfer), Avidity will provide BMS with a cumulative maximum of [**] FTE hours at no charge and, once such [**] FTE hours has been hit, BMS will pay Avidity for the FTE Costs of such Manufacturing Technology Transfer and assistance at a mutually agreed FTE Rate. In addition, BMS shall reimburse Avidity for all documented Out-of-Pocket Costs incurred by Avidity in providing such support; *provided* that BMS must pre-approve any individual Out-Of-Pocket Cost that is not contemplated by the Schedule 6.4.2 and exceeds [**]. BMS will reimburse to Avidity for the FTE Costs and Out-Of-Pocket Costs set forth in this Section 6.4.3 (Cost of Manufacturing Technology Transfer) within [**] of receiving an invoice therefor.

6.5 Commercialization

6.5.1 General. BMS (and its Affiliates), either itself or with or through Third Party(ies), shall have the sole right to Commercialize (and shall control all aspects of the Commercialization of) Licensed Compounds and Licensed Products in the Field in the Territory, subject to the terms of this Agreement. Without limiting the foregoing, BMS (and its Affiliates), either itself or with or through Third Party(ies), shall have the sole right to (a) invoice and book sales, establish all terms of sale (including pricing and discounts), warehouse and distribute the Licensed Products in the Field in the Territory and to perform or cause to be performed all related services and (b) handle all returns, recalls, or withdrawals, order processing, invoicing, collection, distribution, and inventory management with respect to the Licensed Products in the Field in the Territory.

6.5.2 Diligence. Subject to Avidity's compliance with this Agreement, on a Licensed Target-by-Licensed Target basis, BMS (itself or with or through its Affiliates or Third Parties) shall [***].

6.5.3 Licensed Product Trademarks. BMS and its Affiliates shall have the sole right to use any Trademark it owns or controls for Licensed Products in the Territory at its sole discretion. BMS shall have the sole right to control the name generation, selection, and clearance process relating to the creation of names and logos that become Licensed Product Trademarks. BMS shall also have the sole right to prosecute, enforce, and defend one or more Licensed Product Trademark(s). As between the Parties, BMS and its Affiliates shall own all rights to such Licensed Product Trademarks and all goodwill associated therewith, and the rights to any Internet domain names incorporating the applicable Licensed Product Trademarks or any variation or part of such Licensed Product Trademarks or the Licensed Product's generic name used as its URL address or any part of such address, throughout the Territory. Avidity shall not, and shall cause its Affiliates and (sub)licensees not to, (a) use in their respective businesses, any Trademark that is confusingly similar to, misleading or deceptive with respect to or that dilutes any (or any part) of the Licensed Product Trademarks (other than nominative fair use of such License Product Trademarks), and (b) do any act that endangers, destroys, or similarly affects, in any material respect, the value of the goodwill pertaining to the Licensed Product Trademarks. Avidity shall not, and shall cause its Affiliates and (sub)licensees not to, attack, dispute, or contest the validity of or ownership of any Licensed Product Trademark anywhere in the Territory or any registrations issued or issuing with respect thereto.

6.5.4 Avidity Co-Promotion Discussion. [***].

6.6 Development Reports. On a Research Program-by-Research Program basis, following the end of the Research Term for such Research Program and until First Commercial Sale of a Licensed Product Directed to the Licensed Target with respect to such Research Program, on a [***] basis, BMS shall provide Avidity with a high-level written summary of any material clinical Development activities resulting from BMS's, its Affiliate's or Sublicensee's clinical Development of applicable Licensed Compounds and Licensed Products under this Agreement (a) since the last written summary and (b) that are planned for the next [***]. All such information shall be Confidential Information of BMS.

ARTICLE 7.

PAYMENTS: ROYALTIES AND REPORTS

7.1 Upfront Payment. In consideration for the rights and licenses granted to BMS by Avidity under this Agreement, BMS shall pay Avidity a one-time payment in the amount of \$60,000,000 within 30 days after the Effective Date (the "Upfront Payment"). The Upfront Payment will be nonrefundable and noncreditable against any other payments due hereunder.

7.2 Equity Investment. The Parties are entering into the Securities Purchase Agreement as of the Effective Date pursuant to which BMS shall purchase certain shares of Common Stock of Avidity, all as set forth therein.

7.3 Milestone Payments. In consideration for the rights and licenses granted to BMS by Avidity under this Agreement, BMS shall pay to Avidity the one-time, non-refundable, non-creditable milestone payments set forth in this Section 7.3 (Milestone Payments) (collectively, "Milestone

Payments”) upon the first achievement of the corresponding milestone event set forth in this Section 7.3 (Milestone Payments) (collectively, “Milestone Events”), in each case within the period of time set forth herein.

7.3.1 Development and Regulatory Event Milestones

(a) Following the first achievement by BMS, its Affiliates or Sublicensees hereunder of the corresponding Milestone Event listed in this Section 7.3.1(a) and set forth in the table below by a Licensed Product Directed to the First Licensed Target in the Field, BMS shall pay Avidity the one-time, non-refundable, non-creditable, Milestone Payments listed in this Section 7.3.1(a) and set forth in the table below, in each case in accordance with the procedure set forth in Section 7.3.3 (Notice of Event Milestone Achievement).

First Licensed Target Milestone	Milestone Payment due upon 1 st Indication to Achieve such Milestone	Milestone Payment due upon 2 nd Indication to Achieve such Milestone
Successful Achievement of Development Candidate Criteria for the first Licensed Compound contained in a Licensed Product Directed to the First Licensed Target	***	***
Initiation of first Phase 1 Trial for the first Licensed Product Directed to the First Licensed Target	***	***
Initiation of first Phase 2 Trial for the first Licensed Product Directed to the First Licensed Target	***	***
Initiation of first Registrational Trial for the first Licensed Product Directed to the First Licensed Target	***	***
First approval of Drug Approval Application in U.S. for the first Licensed Product Directed to the First Licensed Target	***	***
First approval of Drug Approval *** for the first Licensed Product Directed to the First Licensed Target	***	***
First approval of Drug Approval Application *** for the first Licensed Product Directed to the First Licensed Target	***	***
Maximum potential Milestone Payments for First Licensed Target	***	***

For clarity, the Milestone Payments listed above shall be made only once upon the first achievement of each relevant Milestone Event by a Licensed Product Directed to the First Licensed Target, regardless of the number of Licensed Products that achieve any particular Milestone Event. Further, each Milestone Event will be deemed to be achieved by a Licensed Product for the first Indication to achieve such Milestone Event regardless of whether a prior Milestone Event was achieved by a Licensed Product in a different Indication.

(b) Except with respect to the First Licensed Target, on a Licensed Target-by-Licensed Target basis, following the first achievement by BMS, its Affiliates or Sublicensees hereunder of the corresponding Milestone Event listed in this Section 7.3.1(b) and set forth in the table below by a Licensed Product Directed to such Licensed Target in the Field in the Territory, BMS shall, pay Avidity the one-time, non-refundable, non-creditable, Milestone Payments listed in this Section 7.3.1(b) and set forth in the table below, in each case in accordance with the procedure set forth in Section 7.3.3 (Notice of Event Milestone Achievement).

Licensed Target Milestone (excluding First Licensed Target)	Milestone Payment due upon 1 st Indication to Achieve such Milestone	Milestone Payment due upon 2 nd Indication to Achieve such Milestone
Successful Achievement of Lead Criteria for the first Licensed Compound contained in a Licensed Product Directed to a given Licensed Target	***	***
Successful Achievement of Development Candidate Criteria for the first Licensed Compound contained in a Licensed Product Directed to a given Licensed Target	***	***
Initiation of first Phase 1 Trial for the first Licensed Product Directed to a given Licensed Target	***	***
Initiation of first Phase 2 Trial for the first Licensed Product Directed to a given Licensed Target	***	***
Initiation of first Registrational Trial for the first Licensed Product Directed to a given Licensed Target	***	***
First approval of Drug Approval Application in U.S. for the first Licensed Product Directed to a given Licensed Target	***	***
First approval of Drug Approval Application *** for the first Licensed Product Directed to a given Licensed Target	***	***
First approval of Drug Approval Application *** for the first Licensed Product Directed to a given Licensed Target	***	***
Maximum potential Milestone Payments per Licensed Target (excluding First Licensed Target)	***	***

For clarity, the Milestone Payments listed above shall be made only once for each Licensed Target (excluding the First Licensed Target) upon the first achievement of each relevant Milestone Event by a Licensed Product Directed to a particular Licensed Target (excluding the First Licensed Target), regardless of the number of Licensed Products that achieve any particular Milestone Event. Further, each Milestone Event will be deemed to be achieved by a Licensed Product for the first Indication to achieve such Milestone Event regardless of whether a prior Milestone Event was achieved by a Licensed Product in a different Indication.

7.3.2 Commercial Sales Milestones. On a Licensed Target-by-Licensed Target basis, BMS shall pay to Avidity the following one-time, non-refundable, non-creditable sales-based milestone payment listed in this Section 7.3.2 (Commercial Sales Milestones) and set forth in the table below following the first achievement hereunder by Licensed Products Directed to such Licensed Target in a given Calendar Year, whether Net Sales are made by BMS, its Affiliates or Sublicensees (each such sales milestone event, a “Sales Milestone” and its corresponding milestone payment, a “Sales Milestone Payment”). Each Sales Milestone Payment shall be in accordance with the procedure set forth in Section 7.3.3 (Notice of Event Milestone Achievement).

Commercial Sales Milestone	Commercial Sales Milestone Payment
Aggregate Net Sales of all Licensed Products Directed to a given Licensed Target in the Field in the Territory in a single Calendar Year greater than or equal to [***]	[***]
Aggregate Net Sales of all Licensed Products Directed to a given Licensed Target in the Field in the Territory in a single Calendar Year greater than or equal to [***]	[***]
Aggregate Net Sales of all Licensed Products Directed to a given Licensed Target in the Field in the Territory in a single Calendar Year greater than or equal to [***]	[***]
Maximum potential Sales Milestone Payments for all Licensed Products Directed to a given Licensed target	[***]

For clarity, each Sales Milestone Payments shall be paid only once for each Licensed Target upon the first achievement of the corresponding Sales Milestone by Licensed Products Directed to a particular Licensed Target in a single Calendar Year. If no royalty is payable on a given unit of Licensed Product (e.g., following the Royalty Term for such Licensed Product in a given country), then the Net Sales of such unit of Licensed Product shall not be included for purposes of determining whether a Sales Milestone is achieved.

7.3.3 Notice of Event Milestone Achievement. BMS shall notify Avidity in writing within 10 Business Days following the achievement of each Milestone Event set forth in Section 7.3.1 (Development and Regulatory Event Milestones) and BMS shall, within 60 days following the achievement of each such Milestone Event, pay Avidity the appropriate Milestone Payment. BMS shall notify Avidity in writing within [***] following the Calendar Quarter in which any Sales Milestone was achieved, and BMS shall, within [***] following such Calendar Quarter, pay Avidity the appropriate Milestone Payment.

7.3.4 Skipped Milestones. If the Milestone Event for Initiation of a Phase 2 Trial for a Licensed Product set forth in Section 7.3.1(a) or Section 7.3.1(b) has failed to be achieved and BMS (or any of its Affiliates or Sublicensees) achieves the Initiation of a Registrational Trial, then such Milestone Event shall be deemed achieved and BMS shall pay to Avidity the Milestone Payment corresponding to Initiation of the Phase 2 Trial for a Licensed Product set forth in Section 7.3.1(a) or Section 7.3.1(b), as applicable. Similarly, if the Milestone Event for Initiation of the first Registrational Trial for a Licensed Product set forth in Section 7.3.1(a) or Section 7.3.1(b) has failed to be achieved and BMS (or any of its Affiliates or Sublicensees) achieves the first approval of Drug Approval Application in U.S. with respect to the same Licensed Product then such Milestone Event shall be deemed achieved and BMS shall pay to Avidity the Milestone Payment corresponding to Initiation of the first Registrational Trial for a Licensed Product set forth in Section 7.3.1(a) or Section 7.3.1(b), as applicable.

7.4 Royalties.

7.4.1 Royalties for Products. As further consideration for the rights granted to BMS under this Agreement, subject to Section 7.4.3 (Royalty Reduction Due to No Valid Claim), Section 7.4.4 (Royalty Reduction Due to Generic/Biosimilar Competition), Section 7.4.5 (Stacking), and Section 7.4.6 (Cumulative Cap on Royalty Reductions), and Section 7.4.7 (Compulsory Licenses), during the applicable Royalty Term with respect to a given Licensed Product, on a Licensed Target-by-Licensed Target basis, BMS shall pay to Avidity, for each Calendar Year, a tiered royalty (the "Royalties") on annual Net Sales of all Licensed Products Directed to such Licensed Target in the Field in the Territory (but excluding Net Sales of any such Licensed Product in any country for which the Royalty Term for such Licensed Product in such country has expired), based on the royalty rates as set forth in the table below:

Portion of Annual Net Sales of all Licensed Products Directed to a given Licensed Target in a given Calendar Year in the Territory	Royalty Rate
On the portion of annual Net Sales of all Licensed Products Directed to a given Licensed Target in a given Calendar Year in the Territory that is less than or equal to [***]	[***]
On the portion of annual Net Sales of all Licensed Products Directed to a given Licensed Target in a given Calendar Year in the Territory that is greater than or equal to [***] but less than or equal to [***]	[***]
On the portion of annual Net Sales of all Licensed Products Directed to a given Licensed Target in a given Calendar Year in the Territory that greater than [***]	[***]

By way of example, if the annual Net Sales of all Licensed Products Directed to a given Licensed Target in the Territory in a given [***] are [***], the amount of Royalties payable hereunder for such Licensed Target shall be calculated as follows (subject to any applicable reductions under this Article 7 (Payments; Royalties and Reports)): $([***]) + ([***]) + ([***]) = [***]$.

7.4.2 Royalty Term. On a Licensed Product-by-Licensed Product and country-by-country basis, BMS's royalty payment obligation shall commence beginning on the date of the First Commercial Sale of such Licensed Product in such country and expire on the later of: [***] (such period, the "Royalty Term"). With respect to a given Licensed Product in a given country in the Territory, from and after the expiration of the Royalty Term for such Licensed Product in such country, Net Sales of such Licensed Product in such country shall be excluded for purposes of calculating the Net Sales (including the thresholds and tiers) set forth in this Section 7.4 (Royalties). After expiration of the Royalty Term, no further Royalties will be payable in respect of sales of such Licensed Product in such country and thereafter all licenses granted by Avidity to BMS under this Agreement with respect to such Licensed Product in such country shall automatically become fully paid-up, royalty-free, perpetual, and irrevocable licenses; *provided* that, upon the date that is [***] following the expiration of the Term, such license shall become be non-exclusive with respect to Know-How. For clarity, no Royalties shall be due or payable on Licensed Product held in inventory and not sold to Third Parties on the date of expiration or termination of the Royalty Term, subject to Section 11.7.1 (Termination of License Grants).

7.4.3 Royalty Reduction Due to Lack of Valid Claims. On a Licensed Product-by-Licensed Product basis, with respect to any [***] during the Royalty Term, if a Licensed Product is sold in a country where there is no Valid Claim of any (a) Avidity Patent or (b) Research Collaboration Patent, in each case ((a) and (b)), that Covers such Licensed Product in such country, then the royalty rates set forth in Section 7.4.1 (Royalties for Products) for such Licensed Product for such country in such Calendar Quarter shall be reduced by [***].

7.4.4 Royalty Reduction Due to Generic/Biosimilar Competition. If during any [***] during the Royalty Term for a Licensed Product there are one or more Biosimilar Products being sold in a country with respect to such Licensed Product, then the royalty rates payable under this Agreement with respect to such Licensed Product in such country for such [***] shall be reduced as follows:

- (a) by [***], in the event that in any [***] such Biosimilar Product(s), by unit equivalent volume in such country, exceed [***]; or
- (b) by [***], in the event that in any [***] such Biosimilar Product(s), by unit equivalent volume in such country, exceed [***].

[***].

7.4.5 Stacking.

- (a) BMS Third Party Payments. If BMS (or any of its Affiliates or Sublicensees) (i) obtains a license under Patents (or Patents and related Know-How) of a Third Party

(whether prior to, or after, the Effective Date) that are necessary for the development, making, using, selling, offering for sale, or importing of any Licensed Product (or any Licensed Compound with respect to such Licensed Product) (other than Patents of which Avidity provided written notice to BMS through the IP Committee pursuant to a common interest agreement at or before the time at which BMS selected a particular Licensed Target) and (ii) under the terms of such license, the development, making, using, selling, offering for sale, or importing of any Licensed Product (or any Licensed Compound with respect to such Licensed Product) by or on behalf of BMS (or any of its Affiliates or Sublicensees) would result in a payments to such Third Party, then BMS shall be entitled to deduct from the Royalties due to Avidity with respect to Net Sales of such Licensed Product in a particular Calendar Quarter, an amount equal to [***] of the amount of any such payments (including payments for obtaining such right or license, royalties, milestones and any other amounts) paid by BMS (or any of its Affiliates or Sublicensees) to such Third Party for license (or the exercise thereof) ("BMS Third Party Payments").

(b) [***].

7.4.6 Cumulative Cap on Royalty Reductions. [***] on a country-by-country and Licensed Product-by-Licensed Product basis, during the Royalty Term, in no event shall the royalty reductions described in Sections 7.4.3 (Royalty Reduction Due to Lack of Valid Claims), 7.4.4 (Royalty Reduction due to Generic/Biosimilar Competition), and Section 7.4.5(a) (BMS Third Party Patents), alone or together, reduce the Royalties payable by BMS for such Licensed Product in such country in any given [***] to less than [***] of the royalty amounts otherwise payable by BMS for such Licensed Product in such country in such [***]. BMS may carry over and apply any such royalty reductions that are incurred or accrued in a [***] and are not deducted in such [***] due to the limitation set forth in the first sentence of this Section 7.4.6 (Cumulative Cap on Royalty Reductions), to any subsequent [***] and shall begin applying such reductions to such royalties as soon as practicable and continue applying such reductions on a [***] basis thereafter until fully deducted, in all cases subject to the limitation set forth in the first sentence of this Section 7.4.6 (Cumulative Cap on Royalty Reductions).

7.4.7 Compulsory Licenses. If a Compulsory License is granted to a Third Party with respect to a Licensed Product in any country in the Territory with a royalty rate lower than the royalty rate that otherwise would be applicable under Section 7.4.1 (Royalties for Products) to such Licensed Product in such country (as adjusted pursuant to Section 7.4.2 (Royalty Term), Sections 7.4.3 (Royalty Reduction Due to Exclusivity Expiring), 7.4.4 (Royalty Reduction due to Generic/Biosimilar Competition) and Section 7.4.5 (Stacking)), then the royalty rate to be paid by BMS on Net Sales in such country under Section 7.4.1 (Royalties for Products) shall be reduced [***].

7.4.8 Reports; Payment of Royalty.

(a) Abbreviated Reports. During the Royalty Term, following the First Commercial Sale of a Licensed Product, BMS shall, within [***] after the end of each [***], provide to Avidity an abbreviated written sales report setting forth the Net Sales (in Dollars) of Licensed Products during such [***] on a country-by-country basis. It is understood that final reported Net Sales for purposes of calculating the royalty owed under this Section 7.4 (Royalties) may vary from such abbreviated sales report.

(b) Quarterly Reports. During the Royalty Term, following the First Commercial Sale of a Licensed Product, BMS shall, within [***] after the end of each Calendar Quarter, provide to Avidity a written report for such Calendar Quarter setting forth, on a Licensed Product-by-Licensed Product and country-by-country basis, (i) the amount of Net Sales and gross sales of each Licensed Product made by BMS and its Affiliates and Sublicensees during such Calendar Quarter for which Royalties are payable, (ii) the number of Licensed Products sold, (iii) Royalties (in Dollars) due on Net Sales for such Calendar Quarter, and (iv) the exchange rate used to calculate the Royalty amount.

(c) Royalty Payments. BMS shall pay all Royalties due under this Agreement with respect to a [***] within [***] after the end of each [***].

7.5 Economics for Non-AOC Licensed Compounds. The Parties stipulate and agree that the economic terms reflected in this Agreement assume that all Licensed Compounds will be AOCs and that

the value of any non-AOC platform technology that may in the future be developed by Avidity is not reflected in this Agreement. Accordingly, and notwithstanding anything in this Agreement to the contrary, if BMS desires to include in a Research Plan for a Licensed Target the research and Development of a non-AOC compound Directed to such Licensed Target, then the Parties will discuss in good faith the additional economic terms that will apply to such non-AOC Licensed Compound to fairly compensate Avidity for the value that would be provided by such future non-AOC platform technology, and Avidity will have no obligation to enter into such a Research Plan unless and until such additional economic terms have been agreed upon by the Parties and set forth in an amendment to this Agreement or other written agreement between the Parties.

7.6 [***].

7.7 Payment Date. Any payments that are not paid on or before the date such payments are due under this Agreement shall bear interest at an annual rate equal to the lesser of (a) [***], or (b) the highest rate permitted by Applicable Law, in each case calculated on the number of days such payment is delinquent, compounded monthly; except that, with respect to any disputed payments, no interest payment will be due on the disputed amount until such dispute is resolved and the interest that will be payable thereon will be based on the finally-resolved amount of such payment, calculated from the original date on which the disputed payment was due through the date on which payment is actually made.

7.8 Blocked Payments. In the event that, by reason of Applicable Law in any country, it becomes impossible or illegal for BMS to transfer, or have transferred on its behalf, payments owed to Avidity hereunder, BMS will promptly notify Avidity of the conditions preventing such transfer and such payments will be deposited in local currency in the relevant country to the credit of Avidity in a recognized banking institution designated by Avidity or, if none is designated by Avidity within a period of [***] after Avidity receives such notice, in a recognized banking institution selected by BMS and identified in a written notice given to Avidity.

7.9 Audits.

7.9.1 Audit Team. Avidity may, upon Avidity's request and at Avidity's expense (except as provided for herein), cause an internationally recognized independent accounting firm selected by Avidity (except one to whom BMS has a reasonable objection) (the "Audit Team") to audit, during ordinary business hours, the books and records of BMS and its Affiliates and the correctness of any payment made or required to be made, and any report underlying any such payment (or lack thereof), pursuant to the terms of this Agreement. Prior to commencing its work pursuant to this Agreement, the Audit Team will enter into an appropriate confidentiality agreement with BMS obligating the Audit Team to be bound by obligations of confidentiality and restrictions on use of BMS's Confidential Information that are no less restrictive than the obligations set forth in Article 8 (Confidentiality and Publication).

7.9.2 Limitations. In respect of each audit of BMS's and its Affiliates' books and records: (a) BMS and each of its Affiliates may be audited only once per Calendar Year, (b) no books and records for any given Calendar Year may be audited more than once, but BMS's and its Affiliates' books and records shall still be made available if such records impact another Calendar Year being audited, and (c) Avidity shall only be entitled to audit books and records of BMS from the three Calendar Years prior to the Calendar Year in which the audit request is made.

7.9.3 Audit Notice. In order to initiate an audit for a particular Calendar Year, Avidity must provide written notice of such audit to BMS. Avidity shall provide BMS with notice of one or more proposed dates of the audit not less than [***] prior to the first proposed date. BMS shall, and shall ensure that its Affiliates, reasonably accommodate the scheduling of such audit. BMS shall, and shall ensure that its Affiliates, provide the Audit Team(s) with full access to the applicable books and records and otherwise reasonably cooperate with such audit.

7.9.4 Payments. If the audit shows any under-reporting or underpayment, or overpayment by BMS, that under-reporting, underpayment or overpayment shall be reported to Avidity,

and (a) BMS shall remit any underpayment (together with interest at the rate set forth in Section 7.7 (Payment Date)) to Avidity within [***] after receiving the audit report and (b) BMS may credit any overpayment (together with interest at the rate set forth in Section 7.7 (Payment Date)) to BMS against future payments owed by BMS to Avidity under this Agreement (and if no further payments are due, such overpayment (together with interest at the rate set forth in Section 7.7 (Payment Date)) shall be refunded by Avidity at the request of BMS within [***] of the receipt of the request). Further, if the audit for any Calendar Year shows an under-reporting or underpayment by BMS for that Calendar Year in excess of [***] of the amounts properly determined, and which underpayment is also at least [***], BMS shall reimburse Avidity for its reasonable out-of-pocket costs in connection with such audit, which reimbursement shall be made within [***] after receiving appropriate invoices and other support for such audit-related costs.

7.10 Tax Matters.

7.10.1 Withholding Taxes. Avidity will pay any and all income taxes levied on account of all payments it receives under this Agreement. BMS shall be entitled to deduct and withhold from any amounts payable under this Agreement such taxes as are required to be deducted or withheld therefrom under any provision of Applicable Law. BMS shall: (a) deduct those taxes from such payment, (b) timely remit the taxes to the proper taxing authority, and (c) send evidence of the obligation, together with proof of tax payment, to Avidity on a timely basis following that tax payment. BMS agrees to cooperate with Avidity in claiming refunds or exemptions from, or reductions in, such deductions or withholdings under any Applicable Law or treaty to ensure that any amounts required to be withheld pursuant to this Section 7.10 (Tax Matters) are reduced to the fullest extent permitted by Applicable Law. Notwithstanding the foregoing, BMS shall not withhold or deduct amounts without providing commercially reasonable notice and the opportunity to provide necessary certifications to reduce or eliminate such withholding or deductions. In addition, the Parties shall cooperate to minimize withholding taxes and indirect taxes (such as value added tax, sales tax, consumption tax and other similar taxes) in connection with this Agreement, as applicable.

7.10.2 Taxes Resulting from BMS Action. If, as a result of any action by BMS, including any assignment, sublicense, or transfer of this Agreement or rights thereunder, change in the residence or domicile of BMS for tax purposes, or a failure of BMS to comply with Applicable Law (each, a "Withholding Tax Action"), BMS is required by Applicable Law to withhold taxes that would not have otherwise been due hereunder with respect to payments under this Agreement, then BMS shall pay additional amounts (including with respect to deductions and withholding on such amounts) to the extent necessary to ensure that Avidity receives a net amount equal to the sum that Avidity would have received had no such Withholding Tax Action occurred.

7.10.3 Tax Documentation. Each Party has provided or will provide a properly completed and duly executed IRS Form W-9 or applicable Form W-8 to the other Party. Each Party shall provide to the other Party, at the time or times reasonably requested by such other Party, or as required by Applicable Law, such properly completed and duly executed documentation (for example, IRS Forms W-8 or W-9) as will permit payments made under this Agreement to be made without, or at a reduced rate of, withholding for taxes, and the applicable payment shall be made without (or at a reduced rate of) withholding to the extent permitted by such documentation, as reasonably determined by BMS.

7.11 Payment Method and Exchange Rate. BMS shall pay all amounts due hereunder in United States dollars via electronic funds transfer of immediately available funds to the bank account Avidity designates in writing from time to time. Conversion of sales recorded in local currencies to United States dollars shall be performed in a manner consistent with BMS's normal practices used to prepare its audited financial statements for internal and external reporting purposes.

7.12 Cost of Avidity Support Services. With respect to any support services that are expressly designated pursuant to this Agreement to be subject to this Section 7.12 (Cost of Avidity Support Services), Avidity will provide BMS with a cumulative maximum of [***] FTE hours of such support services at no charge ("Avidity Free Support Services FTE Cap"). Once the Avidity Free Support Services FTE Cap has been hit, then BMS will pay Avidity for the FTE Costs of support services that are expressly designated pursuant to this Agreement to be subject to this Section 7.12 (Cost of Avidity

Support Services) at a mutually agreed FTE Rate. In addition, BMS shall reimburse Avidity for all documented Out-of-Pocket Costs incurred by Avidity in providing such support; *provided* that BMS must pre-approve any individual Out-Of-Pocket Cost that exceeds [***]. BMS shall reimburse Avidity for such FTE Costs and Out-of-Pocket Costs within[***] or receiving an invoice therefor.

ARTICLE 8. CONFIDENTIALITY AND PUBLICATION

8.1 Confidential Information. “Confidential Information” means any data, information or material disclosed by one Party (the “Disclosing Party”) in writing, visually, orally or in electronic medium to the other Party (the “Receiving Party”) under this Agreement. Except as expressly set forth herein, the terms of this Agreement shall be the Confidential Information of both Parties (with each Party being deemed to be the Receiving Party with respect thereto) and both Parties shall have the obligations set forth in this Article 8 (Confidentiality and Publication) with respect thereto. In addition, the Parties agree and acknowledge that, in all cases, all BMS Contributed Collaboration Technology, BMS Contributed Collaboration Inventions, BMS Sole Inventions, BMS Manufacturing Know-How (to the extent any is disclosed to Avidity), and the identity of the Licensed Targets are the Confidential Information of BMS, and the Avidity AOC Platform Technology and the Avidity Manufacturing Process are the Confidential Information of Avidity.

8.2 Product Information. Notwithstanding Section 8.1 (Confidential Information), Avidity recognizes that by reason of, *inter alia*, BMS’s status as an exclusive licensee pursuant to the grants under Section 5.1.1(a) (License Grant), BMS has an interest in Avidity’s maintaining the confidentiality of certain information of Avidity and certain information of both Parties. Accordingly, during the Term, Avidity shall, and shall cause its Affiliates and its and their respective officers, directors, employees, and agents to, keep confidential, and not publish, disclose, or use for any purpose (other than to fulfill Avidity’s obligations, or exercise Avidity’s rights (including all rights retained by Avidity) hereunder), any [***], collectively, the “Product Information”, except to the extent (i) the Product Information is in the public domain through no fault of Avidity, its Affiliates or any of its or their respective officers, directors, employees, or agents, (ii) disclosure of the Product Information is expressly permitted under Section 8.5 (Permitted Disclosures), or (iii) such disclosure or use is otherwise expressly permitted by the terms of this Agreement (which, for clarity, shall be interpreted as if Avidity was the Receiving Party with respect thereto). For purposes of Section 8.3 (Nondisclosure Obligation) and Section 8.5 (Permitted Disclosures), BMS shall be deemed to be the disclosing Party with respect to Product Information under Section 8.3 (Nondisclosure Obligation) and Section 8.5 (Permitted Disclosures) and Avidity shall be deemed to be the receiving Party with respect thereto.

8.3 Nondisclosure Obligation. Subject to Section 8.4 (Exceptions) and Section 8.5 (Permitted Disclosure), unless the Disclosing Party provides prior written consent, the Receiving Party shall maintain in confidence all Confidential Information of the Disclosing Party using at least the same degree of care with which the Receiving Party holds its own confidential information (but in no event less than a commercially reasonable degree of care), shall not disclose such Confidential Information to any Third Party and shall not use such Confidential Information for any purpose except to exercise such Party’s rights or fulfill its obligations under this Agreement.

8.4 Exceptions. Each Party’s confidentiality and non-use obligations under this Agreement shall not apply to any portion of the Confidential Information of the Disclosing Party that the Receiving Party can demonstrate with competent written proof:

8.4.1 is known by the Receiving Party at the time of its receipt, without obligation of confidentiality or non-use, and not through a prior disclosure by the Disclosing Party;

8.4.2 is in the public domain before its receipt from the Disclosing Party, or thereafter enters the public domain through no fault of the Receiving Party or with the consent of the Disclosing Party;

8.4.3 is subsequently disclosed to the Receiving Party, without obligation of confidentiality or non-use, by a Third Party who may lawfully do so and who is not under an obligation of confidentiality to the Disclosing Party; or

8.4.4 is developed by the Receiving Party independently of Confidential Information received from the Disclosing Party and without the aid, application or use of the Disclosing Party's Confidential Information.

Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party.

8.5 Permitted Disclosure. Nothing in this Article 8 (Confidentiality and Publication) shall restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party or Product Information to the extent that such disclosure:

8.5.1 is made to governmental or other regulatory agencies in order to obtain patents addressed in this Agreement or to gain or maintain authorizations to conduct Clinical Trials or to market Licensed Products; *provided* that such disclosure is limited to the extent reasonably necessary to obtain such patents or authorizations and the Receiving Party takes reasonable measures to obtain confidential treatment from regulatory agencies for such information;

8.5.2 is made to (a) the Receiving Party's Affiliates, potential and actual Sublicensees (with respect to BMS), employees, officers, directors, agents, consultants, or other Third Parties for purposes the Receiving Party reasonably deems necessary or advisable for the exploitation of its rights (including its retained rights) or fulfillment of its obligations under this Agreement, or (b) *bona fide* potential or actual acquirors, investors, financing sources (including in any potential royalty financing), strategic partners, royalty purchasers, and their counsel (*provided* that, in each case, disclosure by Avidity as the Receiving Party of Confidential Information under this clause (b) shall be (A) limited^{***} and (B) on a need to know basis as may be necessary in connection with their evaluation of such potential acquisition, investment, or collaboration); *provided* that, in each case ((a) and (b)), (i) all such recipients agree to be bound by, or are otherwise bound by, confidentiality and non-use obligations that are no less stringent than those confidentiality and non-use provisions contained in this Agreement and obligations of invention assignment sufficient for such Party to obtain rights from such personnel to meet its obligation to grant licenses to the other Party under this Agreement and (ii) the Receiving Party shall be responsible for and liable under this Agreement with respect to any breach of its confidentiality and non-use obligations caused by such recipients;

8.5.3 is required to comply with Applicable Law, valid order of a court of competent jurisdiction, or other judicial or administrative process of governmental authority or agency, including of the United States Securities and Exchange Commission or similar regulatory agency in other countries; *provided* that the Receiving Party shall (a) promptly inform the Disclosing Party of the disclosure that is being sought in order to provide the Disclosing Party, where possible, an opportunity to challenge, limit or receive confidential treatment for the required disclosure, (b) upon request, reasonably cooperate with any efforts by the Disclosing Party to challenge, limit, or receive confidential treatment for, the required disclosure, and (c) only disclose the minimum Confidential Information necessary to comply, as determined by the Receiving Party's legal counsel. Confidential Information or Product Information that is disclosed by judicial or administrative process, or through operation of Applicable Law or rules of a securities exchange shall remain otherwise subject to the confidentiality and non-use provisions set forth in this Article 8 (Confidentiality and Publication) unless released into the public domain through such process or operation of Applicable Law.

8.6 Survival. Each Party's obligations under this Article 8 (Confidentiality and Publication) shall apply during the Term and continue for ^{***} thereafter with respect to Confidential Information.

8.7 Publicity. ^{***}.

8.8 Terms of Agreement. If a Party is required by Applicable Law, valid order of a court of competent jurisdiction, or other judicial or administrative process of governmental authority or agency, including of the United States Securities and Exchange Commission or similar regulatory agency in other countries, to submit a description of the terms of this Agreement to or file a copy of this Agreement with any Governmental Authority as aforesaid, such Party shall not disclose any terms or conditions of this Agreement, except as follows: such Party shall (a) promptly notified the other Party in writing of such requirement and any respective timing constraints, (b) provided written copies of the proposed disclosure or filing to the other Party reasonably in advance of such filing or other disclosure (in all cases at least [***] prior to the anticipated date of disclosure, unless such shorter period is reasonably necessary to comply with Applicable Law), (c) if requested by such other Party, seek, or cooperate with such Party's efforts to obtain, confidential treatment or a protective order with respect to any such disclosure to the extent available, (d) give the other Party a reasonable time under the circumstances to comment upon and request confidential treatment for such disclosure, and (e) make such disclosure or filing solely at the time and in the manner reasonably determined by its counsel to be required by Applicable Law or the applicable Governmental Authority. If a Party seeks to make a disclosure or filing as set forth in this Section 8.8 (Terms of Agreement) and the other Party provides comments within the respective time periods or constraints specified herein, the Party seeking to make such disclosure or filing will reasonably consider such comments and use good faith efforts to incorporate such comments in the disclosure or filing; *provided* that prior to making any such filing of this Agreement, the Parties shall reasonably cooperate and use good faith efforts to agree on a redacted form of this Agreement to be so filed.

8.9 Publications. BMS shall have the right to publish manuscripts, abstracts, presentations or other articles in scientific journals or at scientific conferences relating to any Licensed Target, Licensed Compound or Licensed Product without obtaining the prior written consent of Avidity; *provided, however*, that (a) if a Avidity employee is also named as an author or (b) if such manuscripts, abstracts, presentations or other articles contain information relating to Avidity AOC Platform Technology, then Avidity shall have the right to review and comment upon each such manuscript, abstract, presentation or other article in which and BMS shall consider such comments in good faith. Avidity may not publish manuscripts, abstracts, presentations or other articles in scientific journals or at scientific conferences related to any Licensed Target, Licensed Compound or Licensed Product, without the prior written consent of BMS. If BMS desires to make a publication pursuant to this Section 8.9 for which Avidity has the right to comment, BMS shall provide a copy of the proposed publication (including abstracts, or presentation to a journal, editor, meeting, seminar or other third party) to Avidity for at least [***] prior to submission of such proposed manuscript for publication; the object being to prevent either the endangerment of applications for the protection of property rights by premature publications detrimental to their novelty or the disclosure of Confidential Information. If, during the [***] specified above Avidity notifies BMS that a proposed publication contains patentable subject matter directed to Avidity Platform Inventions that requires protection, Avidity may by written notice delay the publication for a period of time not to exceed [***] from the date of such written notice to seek appropriate patent protection for any subject matter in such publication that it reasonably believes may be patentable. BMS shall delete from the proposed publication prior to submission all Confidential Information of Avidity that Avidity identifies in good faith and requests to be deleted.

ARTICLE 9. INTELLECTUAL PROPERTY

9.1 Background IP. Except as expressly set forth herein, as between the Parties, each Party is and shall remain the owner of all Intellectual Property Rights and Confidential Information that it owns as of the Effective Date or that it develops or acquires thereafter pursuant to activities independent of this Agreement.

9.2 Inventions.

9.2.1 Disclosure. Each Party will disclose to the other Party all Inventions discovered, conceived, or otherwise developed in the performance of Research Collaboration Activities, whether solely or jointly by or on behalf of such Party or its Affiliates [***], and such disclosures shall (a) be made promptly and in any event reasonably prior to the filing of any patent application with respect to such Invention, as applicable, and (b) include all invention disclosures or other similar documents

submitted to such Party by its or its Affiliates' employees, agents or independent contractors relating thereto.

9.2.2 Ownership. Subject to this Section 9.2.2 (Ownership), as between the Parties, each Party shall solely own and retain all right, title, and interest in and to any and all Inventions that are discovered, conceived, or otherwise developed solely by or on behalf of such Party under this Agreement, whether or not patented or patentable, and any and all Patents and other Intellectual Property Rights with respect thereto. Inventorship shall be determined in accordance with U.S. patent law. Notwithstanding the foregoing, the following will apply with respect to certain Inventions:

(a) Avidity Platform Inventions. Any Invention that is an Avidity Platform Invention shall be owned by Avidity. Avidity's ownership rights to the Avidity Platform Inventions include all Intellectual Property Rights with respect thereto, including any Patents and the right to pursue the same. BMS (and its Affiliates) shall, and hereby does, assign all rights worldwide to the Avidity Platform Inventions to Avidity; *provided* that if such assignment is prohibited by Applicable Law or otherwise delayed, then pending the completion of such assignment BMS shall grant, and hereby does grant, to Avidity, a perpetual, irrevocable, exclusive, worldwide, royalty-free, fully paid-up license, with the right to grant sublicenses through multiple tiers, under such Avidity Platform Inventions. BMS shall reasonably assist Avidity in recording and perfecting Avidity's rights in and to Avidity Platform Inventions. Avidity shall be entitled to record in its own name relevant patent applications and to own resultant Patents claiming any Avidity Platform Invention. Avidity Platform Inventions shall be Confidential Information of Avidity.

(b) BMS Contributed Inventions; BMS Manufacturing Inventions. Any Invention that is an BMS Contributed Collaboration Invention or BMS Manufacturing Invention shall be owned by BMS. BMS's ownership rights to the BMS Contributed Collaboration Inventions and BMS Manufacturing Inventions include all Intellectual Property Rights with respect thereto, including any Patents and the right to pursue the same. Avidity (and its Affiliates) shall, and hereby does, assign all rights worldwide to the BMS Contributed Collaboration Invention and BMS Manufacturing Invention to BMS; *provided* that if such assignment is prohibited by Applicable Law or otherwise delayed, then pending the completion of such assignment Avidity shall grant, and hereby does grant, to BMS, a perpetual, irrevocable, exclusive, worldwide, royalty-free, fully paid-up license, with the right to grant sublicenses through multiple tiers, under such BMS Contributed Collaboration Invention and BMS Manufacturing Invention. Avidity shall reasonably assist BMS in recording and perfecting BMS's rights in and to BMS Contributed Collaboration Invention and BMS Manufacturing Invention. BMS shall be entitled to record in its own name relevant patent applications and to own resultant BMS Contributed Collaboration Invention Patents and Patents that cover BMS Manufacturing Inventions. BMS Contributed Collaboration Inventions and BMS Manufacturing Inventions shall be Confidential Information of BMS.

(c) Research Collaboration Inventions. [***]

(d) Employee Assignment. Each Party shall cause its and its Affiliates' employees, consultants, sublicensees, agents and contractors performing activities hereunder to assign to the applicable Party, such Person's right, title and interest in and to any and all Avidity Platform Inventions, BMS Contributed Collaboration Inventions, BMS Manufacturing Inventions, Research Collaboration Inventions, and Intellectual Property Rights therein, as is necessary to effect the intent of this Section 9.2.2 (Ownership).

9.3 Filing, Prosecution and Maintenance of Patents.

9.3.1 Avidity Product Patents and Research Collaboration Patents. As between the Parties, subject to Section 9.3.4 (Cooperation), BMS shall have the first right, at its discretion and expense, to prepare, file, prosecute and maintain the Avidity Product Patents and Research Collaboration Patents. BMS shall promptly notify Avidity if it intends to discontinue the prosecution and maintenance of an Avidity Product Patent or a Research Collaboration Patent prior to the irrevocable abandonment of such Patent in any jurisdiction where filed, in which case, Avidity shall have the secondary right, subject to Section 9.3.4 (Cooperation), to prosecute and maintain such Patent at its sole cost and expense. [***].

9.3.2 BMS Patents. As between the Parties, BMS shall have the sole right, at its discretion and expense, to prepare, file, prosecute, and maintain all BMS Patents.

9.3.3 Avidity Platform Patents. As between the Parties, subject to Section 9.3.4 (Cooperation), Avidity shall have the first right, at its discretion and expense, to prepare, file, prosecute and maintain all Avidity Platform Patents (other than Avidity Product Patents). Avidity shall promptly notify BMS if it intends to discontinue the prosecution and maintenance of any such Avidity Platform Patent, at least [***] prior to the irrevocable abandonment of any such Patent in any jurisdiction where filed, and BMS shall have the secondary right, subject to Section 9.3.4 (Cooperation), to prosecute and maintain any such Avidity Platform Patent that could cover a Licensed Compound or Licensed Product, at its sole cost and expense; *provided* that in the event that Avidity's decision to not prosecute and maintain such Avidity Platform Patent was made for *bona fide* strategic reasons, then the Parties promptly meet and discuss the strategic reason for such abandonment prior to the irrevocable abandonment of such Patent in any jurisdiction where filed (provided, for clarity, Avidity shall have the right, in its sole discretion, not to prosecute and maintain such Avidity Platform Patent (other than an Avidity Product Patent) for a *bona fide* strategic reason).

9.3.4 Cooperation.

(a) In connection with the preparation, filing, prosecution, and maintenance of Patents under Section 9.3.1 (Avidity Product Patents and Research Collaboration Patents) and Section 9.3.3 (Avidity Platform Patents), each Party shall have a reasonable opportunity to review, prior to filing, the draft text of each such Patent application, and the draft text of the proposed response to each office action or substantive prosecution document (after the initial application is filed) for each such Patent. Each Party shall consult with respect thereto, and each Party's reasonable comments will be taken into account when finalizing any such documents; *provided* that such comments are provided in a timely manner. Each Party shall, as requested by the prosecuting Party, cooperate in filing and prosecuting such Patent, including executing all necessary paperwork. The prosecuting Party shall keep each Party advised of the status of each such Patent, and shall promptly give notice to each Party of the grant, lapse, revocation, surrender, invalidation, or abandonment of any such Patent.

(b) Each Party shall use reasonable efforts, in consultation with the other Party, during the Term to minimize the existence of Patents claiming Inventions discovered, conceived, or otherwise developed by or on behalf of either Party (or jointly by or on behalf of the Parties) in the performance of Research Collaboration Activities that claim or disclose both (i) Research Collaboration Inventions and (ii) Avidity Platform Inventions or Additional Avidity Platform Technology (" Overlap Patents"). The IP Committee will review all Patent filings claiming Research Collaboration Inventions and Avidity Platform Inventions before they are filed for the purpose of (A) avoiding to the extent possible the filing of Overlap Patents, and (B) avoiding to the extent possible the creation of prior art detrimental to the prosecution of either Patents solely claiming (I) Licensed Compounds and Licensed Products, on the one hand, or (II) Avidity AOC Platform Technology on the other hand. If, despite the Parties' efforts, any such Overlap Patent is filed, each Party shall use reasonable efforts, in consultation with the other Party, to divide claims of such Overlap Patents such that they become either Research Collaboration Patents or Avidity Platform Patents (that are not Avidity Product Patents) [***].

9.3.5 Certain Actions. All interferences, post-grant reviews, *inter partes* reviews, *ex parte* reviews, supplemental examinations, oppositions, appeals or petitions to any Board of Appeals in the patent office, the Patent Trial and Appeal Board, appeals to any court for any patent office decisions, reissue proceedings and re-examination proceedings with respect to a Patent shall be considered patent prosecution matters and shall be handled in accordance with this Section 9.3 (Filing, Prosecution and Maintenance of Patents).

9.3.6 Data Exclusivity and Patent Listing. [***]

9.4 Enforcement and Defense.

9.4.1 Notice. Each Party shall give the other Party written notice of any actual or threatened infringement of (a) any Avidity Product Patents or Avidity Platform Patents by an unlicensed

Third Party through the making, having made, using, selling, offering for sale or importing of any product that competes with, or would reasonably be expected to compete with any Licensed Product or (b) any Research Collaboration Patents (in each case ((a) or (b)), a "Competitive Infringement"), within [***] after such Party has knowledge of such Competitive Infringement. Without limiting, and subject to Section 9.4.2 (Competitive Infringements), with respect to any Competitive Infringement, Avidity shall (i) consult with BMS as to the strategy for the prosecution of any claim, suit or proceeding planned or initiated by Avidity with respect to such Competitive Infringement, (ii) consider in good faith any comments from BMS and (iii) keep BMS reasonably informed of any material steps taken and provide copies of all material documents filed, in connection with such claim, suit or proceeding. For clarity, Avidity retains all rights to enforce the Avidity Patents against any infringement or threatened infringement by a Third Party other than a Competitive Infringement; *provided* that Avidity shall give BMS written notice of any such actual or threatened infringement of any (A) Avidity Product Patent and (B) Avidity Platform Patent that covers any Licensed Compound or Licensed Product in the event Avidity reasonably determines to commence a legal action to terminate any such actual or threatened infringement, which written notice shall be provided in any event prior to (1) commencement of such legal action by Avidity to terminate any such infringement and (2) any provision of written notice to such Third Party in connection with any such legal action.

9.4.2 Competitive Infringements.

(a) With respect to any Competitive Infringement, BMS and Avidity shall thereafter consult and cooperate to determine a course of action, including the commencement of legal action by either or both BMS and Avidity, to terminate any such Competitive Infringement.

(b) During the Term, BMS, upon notice to Avidity, shall have the first right to initiate and prosecute such legal action at its expense and in the name of Avidity or BMS, or to control the defense of any declaratory judgment action relating to such Competitive Infringement of Avidity Product Patents and Research Collaboration Patents, at BMS's sole discretion and BMS's sole cost and expense.

(c) In the event that BMS elects not to initiate and prosecute an action pertaining to a Competitive Infringement of Avidity Product Patents or Research Collaboration Patents, subject to BMS's prior written consent, Avidity shall have the right to do so; *provided* that each Party shall bear its own costs of any agreed-upon course of action to terminate such Competitive Infringement with respect to Avidity Product Patents.

(d) During the Term, Avidity, upon notice to BMS, shall have the first right, to initiate and prosecute such legal action at its expense and in the name of Avidity or BMS, or to control the defense of any declaratory judgment action relating to such Competitive Infringement of Avidity Platform Patents (other than Avidity Product Patents), at Avidity's sole discretion and Avidity's sole cost and expense.

(e) [***].

(f) The Party prosecuting the legal action would bear all costs of the enforcement or defense of a Competitive Infringement and all recoveries would be treated in accordance with Section 9.4.6 (Recoveries).

9.4.3 Cooperation. In connection with any action under this Section 9.4 (Enforcement and Defense), BMS and Avidity will reasonably cooperate and will provide each other with any information or assistance that either Party may reasonably request. Each Party shall keep the other informed of developments in any such action or proceeding, including, to the extent permissible by Applicable Law, consultation on and approval of any settlement, the status of any settlement negotiations and the terms of any offer related thereto. Each Party shall have the right to be represented by counsel of its own choice at its own expense for any action set forth in this Section 9.4 (Enforcement and Defense).

9.4.4 Joinder. If a Party desires to bring an enforcement action under a Research Collaboration Patent, but is unable to do so solely in its own name, the other Party will, at the request of

the enforcing Party, join such action as a party and will reasonably cooperate and cause its Affiliates to reasonably cooperate to execute all documents necessary for the enforcing Party to initiate litigation to prosecute and maintain such action.

9.4.5 Settlement. A settlement or consent judgment or other voluntary final disposition of a suit with respect to a Competitive Infringement under this Section 9.4 (Enforcement and Defense) may be entered into without the consent of the Party not bringing suit; *provided, however*, that any such settlement, consent judgment or other disposition of any action or proceeding by Avidity shall not, without the prior written consent of BMS, such consent not to be unreasonably withheld, conditioned or delayed, (a) impose any liability or obligation on BMS or any of its Affiliates, (b) conflict with or reduce the scope of the subject matter claimed in the applicable Patent, (c) include the grant of any license, covenant or other rights to any Third Party that would conflict with or reduce the scope of the rights or licenses granted to BMS under this Agreement, or (d) otherwise adversely affect the rights granted to BMS hereunder with respect to such Avidity Product Patents, Avidity Platform Patents, or Research Collaboration Patents, or Avidity Know-How or Research Collaboration Inventions, as applicable.

9.4.6 Recoveries. Any recovery obtained by either or both BMS and Avidity in connection with or as a result of any action contemplated by this Section 9.4 (Enforcement and Defense), whether by settlement or otherwise, shall be shared in order as follows:

(a) The Party that initiated and prosecuted the action shall recoup all of its costs and expenses incurred in connection with the action;

(b) The other Party shall then, to the extent possible, recover its costs and expenses incurred in connection with the action; and

(c) The Party initiating such action shall retain any remainder, and in the event BMS is such Party, the portion of such remainder, to the extent damages are attributable as lost sales of Licensed Products, shall be deemed Net Sales and subject to the royalty payments to Avidity under Section 7.4 (Royalties).

9.5 Defense Against Claims of Infringement of Third Party Patents. Each Party shall give the other Party written notice in the event such Party has knowledge of any actual or potential infringement of any Third Party Patents through the making, having made, using, selling, offering for sale or importing of any Licensed Compound or Licensed Product. If a Third Party asserts that a Patent or other right owned or otherwise controlled by it is or has been infringed by the manufacture, use, sale, offer for sale or import of a Licensed Compound or Licensed Product, the Party first obtaining knowledge of such a claim shall promptly provide the other Party written notice of such claim along with the related facts in reasonable detail. In such event, unless the Parties otherwise agree, as between the Parties, BMS shall have the first right, but not the obligation, at its expense, to control the defense of such claim with respect to such Licensed Compound, or Licensed Product. If BMS does not wish to defend such claim, or wishes to cease defending such claim, it shall notify Avidity of such decision at least [***] before any deadline for any action or filing that is required in order to preserve any rights. Thereafter, Avidity shall have the right, but not the obligation, at its expense, to control the defense of such claim. Each Party shall cooperate with the defending Party, at the defending Party's reasonable request and expense, and shall have the right to be represented separately by counsel of its own choice, but at its own expense. The defending Party shall also control settlement of such claim; *provided, however*, that no settlement shall be entered into without the prior consent of the other Party if such settlement would adversely affect the rights and benefits of, or impose or adversely affect any obligations on, the other Party, such consent not to be unreasonably withheld, delayed or conditioned.

9.6 BMS Contributed Collaboration Technology. Notwithstanding anything to the contrary contained herein, as between the Parties, BMS shall have the sole rights (in its discretion and without consultation with, or any obligations to, Avidity) to prepare, file, prosecute and maintain the BMS Contributed Collaboration Technology and to bring any enforcement action with respect to infringement or misappropriation of any BMS Contributed Collaboration Technology (including retaining all recoveries in connection therewith), and to seek and obtain patent term restoration or supplemental

protection certificates or the like or their equivalents to BMS Contributed Collaboration Technology, in each case at its sole cost and expense, and Avidity shall have no rights in connection therewith.

9.7 IP Committee. Within [***] following the Effective Date, the Parties shall form an intellectual property committee (the "IP Committee"), composed of at least one representative from each Party that are employees or consultants of such Party or its Affiliates having relevant expertise and qualifications in intellectual property matters. The IP Committee shall meet in-person or by means of telephone or video conference at least once every [***] or in accordance with a schedule agreed to by the Parties. Each Party may replace its representative on the IP Committee at any time by providing notice in writing to the other Party. The IP Committee will continue until termination or expiration of this Agreement or such earlier date as the Parties agree in writing. The purpose of the IP Committee shall be to facilitate cooperation between the Parties with respect to intellectual property matters under this Agreement, including to [***] perform other obligations specifically delegated to it under this Agreement. The rights and responsibilities (including decision making authority) delegated to each of the Parties with respect to the preparation, filing, prosecution and maintenance (including with respect to any patent term extensions and patent listings), enforcement and defense (including with respect to retaining recoveries) of such intellectual property shall be as set forth in the provisions of this Article 9 (Intellectual Property) and the IP Committee shall not have the right to exercise or amend such rights and responsibilities.

ARTICLE 10.

REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 Representations and Warranties of Each Party. Each Party represents and warrants to the other Party that as of the Effective Date that:

10.1.1 It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

10.1.2 This Agreement has been duly executed by it and is legally binding upon it, enforceable against such Party in accordance with its terms, except as such enforceability may be subject to applicable bankruptcy, reorganization, insolvency, moratorium and similar Applicable Laws affecting the enforcement of creditors' rights generally and by general principles of equity; and

10.1.3 The execution and delivery by such Party of this Agreement does not conflict in any material fashion with the terms of any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any Applicable Law.

10.2 Avidity Representation and Warranties. Avidity represents, warrants, and covenants (as applicable) to BMS that:

10.2.1 Sufficient Rights. It has the full right, power and authority to grant the rights and licenses granted under this Agreement, and it will not be subject to, any right granted to any Person or any other encumbrance that would conflict with the rights granted to BMS or its Affiliates hereunder or the performance of Avidity's obligations hereunder. Other than the rights granted by Avidity to BMS under this Agreement, no rights or licenses are required under any Intellectual Property Rights owned or controlled (through license or otherwise) by Avidity or its Affiliates to perform the activities contemplated in the Research Plans as of the Effective Date, or to Exploit the Licensed Compounds or Licensed Products.

10.2.2 Licensed IP. All Patents contained in the Licensed IP existing as of the Effective Date that are issued or subject to a pending application for issuance (the "Existing Patents") are listed on Schedule 10.2.2 and all such Existing Patents are: (a) to the extent issued, subsisting and, to Avidity's Knowledge, not invalid or unenforceable, in whole or in part, or confer a valid right to claim priority thereto; (b) solely and exclusively owned by Avidity, free of any encumbrance, lien or claim of ownership by any Third Party; (c) to the extent subject to a pending application for issuance, being diligently prosecuted in the respective patent offices in which such applications have been filed in accordance with Applicable Law; and (d) filed and maintained properly and correctly, and all applicable fees applicable

thereto have been paid on or before the due date for payment. None of the Avidity Patents are subject to any pending re-examination, opposition, interference or litigation proceedings. For clarity, all such Existing Patents are Avidity Platform Patents.

10.2.3 Proceedings. There are no claims, litigations, suits, actions, disputes, arbitrations or legal, administrative or other proceedings or governmental investigations pending or, to Avidity's Knowledge, threatened against Avidity, nor is Avidity a party to any judgment or settlement, in each case that would be reasonably expected to adversely affect or restrict the ability of Avidity to consummate the transactions contemplated under this Agreement and to perform its obligations under this Agreement, or that would be reasonably expected to adversely affect the Licensed IP.

10.2.4 Inventors. No person, other than former or current employees or consultants of Avidity who are obligated in writing to assign his/her inventions to Avidity, respectively, is an inventor of any of the inventions claimed in the Avidity Patents existing as of the Effective Date. All inventors of any inventions included within the Avidity Patents have assigned or have a contractual obligation to assign their entire right, title and interest in and to such inventions and the corresponding Patent rights to Avidity, as the case may be. No present or former employee or consultant of Avidity owns or has any proprietary, financial or other interest, direct or indirect, in the Avidity Patents. There are no claims that have been asserted in writing challenging the inventorship of the Avidity Patents.

10.2.5 Due Diligence. (a) Avidity provided to BMS all material information and data, and all material correspondences to or from any Regulatory Authority, in each case, that was in the possession or control of Avidity or its Affiliates and was responsive to the requests provided by or on behalf of BMS for due diligence purposes, (b) all written information, data, and correspondence provided by Avidity to BMS (i) constituted true, correct, and complete copies of all such information, data, and material correspondence, and (ii) to Avidity's Knowledge, is accurate in all material respects, and (c) to Avidity's Knowledge, Avidity has not omitted to provide BMS any reasonably relevant information, data or correspondence in its possession concerning any Licensed IP. To Avidity's Knowledge, there are no scientific or technical facts or circumstances that have not been disclosed to BMS, and that would materially adversely affect the scientific, therapeutic, or commercial potential of the Avidity AOC Platform Technology or other Licensed IP, the Licensed Compounds, or Licensed Products.

10.2.6 Infringement. It has not received written notice from any Third Party nor is there any legal proceeding pending or, to Avidity's Knowledge, threatened against Avidity alleging that the use of the Licensed IP as permitted to be used under this Agreement infringes any Intellectual Property Rights of any Third Party. To Avidity's Knowledge, the practice of the Avidity Patents or Avidity Know-How as contemplated under this Agreement does not (a) infringe any claims of any Patents of any Third Party or (b) misappropriate any Know-How of any Third Party. Neither Avidity nor its Affiliates have issued a claim against a Third Party alleging that a Third Party is infringing or has infringed or misappropriated any Licensed IP, and, to Avidity's and its Affiliates' Knowledge, no issued Patents within the Licensed IP are being infringed and no trade secrets within the Licensed IP are being misappropriated by any Third Party.

10.2.7 Encumbrances. Avidity has not used, and during the Research Terms will not use, any Know-How in the Research Programs that is encumbered by any contractual right of, or obligation to, a Third Party that conflicts or interferes with any of the rights or licenses granted or to be granted to BMS hereunder.

10.2.8 Listing of Additional Avidity Patents. Avidity shall promptly notify BMS in writing if any Patents in the Licensed IP that claim or cover any Licensed Target, Licensed Compound, or Licensed Product, including the composition, manufacture, or use of any of the foregoing, becomes known to Avidity that are not listed on Schedule 10.2.2. Such Patents will be listed under separate headings indicating which are Avidity Platform Patents and which are Avidity Product Patents.

10.2.9 Third Parties. Avidity has not granted as of the Effective Date, and during the Term Avidity will not grant, any right or license to any Third Party relating to any of the Intellectual Property Rights Avidity or its Affiliates owns or otherwise control (including Licensed IP), that conflicts with or limits the scope of the rights or licenses granted, or to be granted, to BMS hereunder. Other than

the Existing Avidity In-License Agreements, as of the Effective Date, there are no license or other agreements with Third Parties regarding the exploitation of any Licensed IP or other materials contemplated to be provided by Avidity to BMS hereunder, to which Avidity or its Affiliate is a party.

10.2.10 Avidity In-License Agreements.

(a) As of the Effective Date, with respect to each Existing Avidity In-License Agreement, (i) it is in full force and effect; (ii) Avidity (or its Affiliate, as applicable) is not in breach thereof; (iii) Avidity (or its Affiliate, as applicable) has not received any written notice from the counterparty to such Existing Avidity In-License Agreement, as applicable, of Avidity's (or its Affiliate's, as applicable) breach or notice of threatened breach by Avidity (or its Affiliate, as applicable) thereof; and (iv) Avidity has provided BMS with a true, correct and complete copy of each Existing Avidity In-License Agreement.

(b) With respect to the Avidity In-License Agreements, (i) Avidity (and its Affiliates, as applicable) shall not breach or commit any other acts or permit the occurrence of any other omissions that would cause the termination of any Avidity In-License Agreement and (ii) Avidity shall (and shall cause its Affiliates to, as applicable) satisfy all of its obligations under each Avidity In-License Agreement in all material respects, and Avidity shall, and shall cause its Affiliates to, as applicable, maintain each Avidity In-License Agreement in full force and effect. Avidity shall, and shall cause its Affiliates to, as applicable, enforce its rights under each Avidity In-License Agreement to preserve BMS's rights under this Agreement. Avidity shall not, and shall cause its Affiliates not to, amend, modify, terminate, assign or transfer any Avidity In-License Agreement in a manner that adversely affects BMS's rights under this Agreement unless Avidity obtains BMS's prior written consent. Avidity will provide BMS with prompt written notice of any claim of a breach of which it is aware under any of the Avidity In-License Agreements or notice of termination of any Avidity In-License Agreement.

(c) At the written request of BMS on case-by-case basis, Avidity shall (or shall cause its Affiliates to, as applicable) use reasonable efforts to promptly negotiate and execute a written agreement, in a form reasonably acceptable to BMS, with each Third Party that is a counterparty to the applicable Avidity In-License Agreement (each such counterparty, an "Avidity Licensor"), pursuant to which (i) in the event of an early termination of such Avidity In-License Agreement not otherwise resulting from the material breach of this Agreement by BMS, at the request of BMS, such Avidity Licensor shall grant a direct license to BMS with respect to the intellectual property licensed to Avidity under such Avidity In-License Agreement, on the same terms under which such Avidity Licensor grants such license to Avidity (or its Affiliate, as applicable) under such Avidity In-License Agreement for the applicable Licensed Products, (ii) such Avidity Licensor agrees to and acknowledges the rights granted to BMS hereunder with respect to any intellectual property licensed to Avidity (or its Affiliate, as applicable) under such Avidity In-License Agreement, including the rights as set forth in this Section 10.2.10(c), and (iii) BMS is a party to such written agreement and have the right to enforce such agreement directly against the counterparties thereto.

10.2.11 Material Claims and Actions. As of the Effective Date, there are no claims, actions, or proceedings pending or threatened by any Third Party; nor are there any formal inquiries initiated or written notices received that may lead to the institution of any such legal proceedings, in each case (or in aggregate) against Avidity or its properties, assets, or business, which if adversely decided, would, individually or in the aggregate, have a material adverse effect on, or prevent Avidity's ability to conduct the Research Programs contemplated by the Research Plans or to grant the licenses or rights granted to BMS under this Agreement.

10.2.12 Payment Obligations. As of the Effective Date, Avidity and its Affiliates are not subject to any payment obligations to any Third Party as a result of the execution or performance of this Agreement, including the research, Development, Manufacture, Commercialization or other Exploitation of any Licensed Target, Licensed Compound or Licensed Product.

10.2.13 Maintenance of Exclusively Licensed Assets. Commencing on the Effective Date until the end of the Term, Avidity shall not and shall cause its Affiliates not to assign, transfer, convey, encumber (including through a lien, charge, security interest, mortgage or similar encumbrance) or

dispose of, or enter into any agreement with any Third Party to assign, transfer, convey, encumber (including through a lien, charge, security interest, mortgage or similar encumbrance) or dispose of, any Licensed IP (or any intellectual property that would otherwise be included in the Licensed IP), including any of its (or its Affiliate's) rights to any Licensed Target, Licensed Compounds or Licensed Products in the Territory (collectively, the "Licensed Program Assets"), except to the extent such assignment, transfer, conveyance, encumbrance or disposition would not conflict with, be inconsistent with or prohibit or limit in any respect any of the rights or licenses granted to BMS hereunder. During the Term, Avidity shall ensure that the Licensed Program Assets are and remain Controlled by Avidity such that Avidity has the full rights to grant the rights and licensed thereto to BMS hereunder.

10.2.14 No Government Funding. The inventions claimed or covered by the Avidity Product Patents or Avidity Platform Patents: (a) were not, and will not be, conceived, discovered, developed or otherwise made in connection with any research activities funded, in whole or in part, by the federal government of the United States of America or any agency thereof; (b) are not, and will not be, a "subject invention" as that term is described in 35 U.S.C. Section 201(e) and (c) are not, and will not be, otherwise subject to the provisions of the Patent and Trademark Law Amendments Act of 1980, as amended, codified at 35 U.S.C. §§ 200-212, as amended, as well as any regulations promulgated pursuant thereto, including in 37 C.F.R. Part 401.

10.2.15 No Other Uses. Except for (a) the performance by Avidity of the research activities allocated to it under a Research Program in accordance with this Agreement and the applicable Research Plan, (b) the performance by Avidity of its Manufacturing obligations for BMS as specifically set forth in Section 6.3 (Manufacture), and (c) as otherwise expressly agreed to by BMS in writing, neither Avidity nor its Affiliates shall use (and neither shall grant any Third Party the right to use) any Licensed Compounds or Licensed Products for any purposes in the Field in the Territory.

10.3 Other Covenants. During the Research Term, neither Party will knowingly use any material, technology or intellectual property rights in the conduct of the Research Plan that, to its knowledge, is encumbered by any Third Party restriction or any Third Party right or obligation that would conflict or interfere with any of the rights or licenses granted to, or to be granted to, the other Party hereunder without disclosing to the other Party and obtaining such Party's prior written consent.

10.4 Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY PATENTS, KNOW-HOW, LICENSES, TECHNOLOGY, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.

ARTICLE 11. TERM AND TERMINATION

11.1 Term and Expiration. The term of this Agreement (the "Term") shall commence on the Effective Date and, unless terminated earlier pursuant to this Article 11 (Term and Termination), shall expire (a) on a Licensed Product-by-Licensed Product and country-by-country basis upon the expiration of the Royalty Term for such Licensed Product in such country and (b) in its entirety upon expiration of all applicable Royalty Terms under this Agreement with respect to all Licensed Products in all countries in the Territory.

11.2 Termination at Will. (a) BMS shall have the right, in its sole discretion, to terminate this Agreement (i) in its entirety, (ii) on a Licensed Target-by-Licensed Target or country-by-country basis, or (iii) on a Research Program-by-Research Program basis pursuant to Section 4.4 (End of Research Program), in each case of (i) through (iii), without cause at any time during the Term, by giving Avidity [***] days' prior written notice. (b) In addition, [***] then Avidity may, at its election, terminate this Agreement solely with respect to such Licensed Target upon [***] days' prior written notice to BMS. Termination of this Agreement pursuant to this clause (b) will be treated for all purposes under this Agreement as a termination by BMS pursuant to this Section 11.2 (Termination at Will).

11.3 Termination for Cause. In addition to any other remedies conferred by this Agreement or by law, either Party may terminate this Agreement at any time during the Term upon written notice by either Party if the other Party is in material breach of its obligations hereunder and has not cured such breach within [***] days after such notice; *provided, however*, in the event of a good faith dispute with respect to the existence of a material breach, the [***] cure period shall be tolled until such time as the dispute is resolved pursuant to Section 13.6 (Dispute Resolution). If such alleged breach is contested in good faith by the breaching Party in writing within the applicable cure period, then the dispute resolution procedure pursuant to Section 13.6 (Dispute Resolution) may be initiated by either Party to determine whether a material breach has actually occurred. If such breach is confirmed in accordance with the procedure set forth in Section 13.6 (Dispute Resolution) and not cured within [***] after the receipt of a decision by the arbitrators confirming such breach, the non-breaching Party shall have the right, on written notice to the breaching Party, to terminate this Agreement effective immediately. Notwithstanding the foregoing, in the event that the material breach of this Agreement solely relates to a given Research Program or Licensed Target, then this Agreement may only be terminated with respect to such Research Program or Licensed Target and this Agreement will remain in full force and effect with respect to all other Research Programs or Licensed Targets.

11.4 Termination for Patent Challenge. Except to the extent unenforceable under Applicable Law, Avidity may terminate this Agreement in its entirety upon [***] written notice of termination to BMS if BMS, any of its Affiliates or Sublicensees commences (or assists a Third Party to commence) any interference or opposition proceeding with respect to the scope, validity, or enforceability of any Avidity Patent in the Territory that Covers a Licensed Product in any court, tribunal, arbitration proceeding, or other proceeding (a "Patent Challenge"); *provided that*, if BMS or its Affiliate or Sublicensee withdraws (or causes to be withdrawn) such Patent Challenge within [***] after being requested to do so by Avidity in writing (which termination notice will be deemed a request), then Avidity will have no right to terminate this Agreement pursuant to this Section 11.4 (Termination for Patent Challenge). For the avoidance of doubt, Avidity may not terminate this Agreement pursuant to this Section 11.4 (Termination for Patent Challenge) if BMS or its Affiliate or Sublicensee is required by legal process to be joined as a party in any Patent Challenge by a Third Party. In the event of such a Patent Challenge, Avidity will provide prompt written notice of such Patent Challenge to BMS. In addition, notwithstanding the foregoing, Avidity shall have no right to terminate this Agreement pursuant to this Section 11.4 (Termination for Patent Challenge) with respect to: (a) any affirmative defense or other validity, enforceability, or non-infringement challenge, whether in the same action or in any other agency or forum of competent jurisdiction advanced by BMS, or any of its Affiliates or Sublicensees in response to any claim or action brought in the first instance by, on behalf of, Avidity or any of its Affiliates or licensees; (b) any Patent Challenge to the extent commenced by a Third Party that, after the Effective Date, acquires or is acquired by BMS or any of its Affiliates or its of their business or assets, whether by stock purchase, merger, asset purchase or otherwise; *provided that* such proceeding commenced prior to the closing of such acquisition; or (c) any Patent Challenge that is commenced by a Sublicensee; *provided that* BMS demands that such Sublicensee withdraw such Patent Challenge promptly after BMS becomes aware of such Patent Challenge and terminates the sublicense agreement with the applicable Sublicensee if such Sublicensee does not withdraw such Patent Challenge within 60 days after receipt of notice from BMS.

11.5 Termination for Bankruptcy. Either Party may terminate this Agreement, if, at any time, the other Party shall file in any court or agency pursuant to any Applicable Law, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of the Party or of substantially all of its assets, or if the other Party proposes a written agreement of composition or extension of substantially all of its debts, or if the other Party shall be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within 90 days after the filing thereof, or if the other Party shall propose or be a party to any dissolution or liquidation, or if the other Party shall make an assignment of substantially all of its assets for the benefit of creditors. All rights and licenses granted under or pursuant to any section of this Agreement are and shall otherwise be deemed to be for purposes of 11 U.S.C. § 365(n) licenses of rights to "intellectual property" as defined in 11 U.S.C. § 101(35A). The Parties shall retain and may fully exercise all of their respective rights and elections under the Bankruptcy Code of the United States. Upon the bankruptcy of any Party, the non-bankrupt Party shall further be entitled to a complete duplicate of, or complete access to, any such Intellectual Property Rights, and such, if not already in its possession, shall be promptly

delivered to the non-bankrupt Party, unless the bankrupt Party elects to continue, and continues, to perform all of its obligations under this Agreement.

11.6 [***]

11.7 Consequence of Termination. The following shall apply upon termination of this Agreement made in accordance with this Article 11 (Term and Termination).

11.7.1 Termination of License Grants. All rights and licenses granted to BMS under Section 5.1 (License Grants to BMS) shall terminate automatically as of the termination of this Agreement in its entirety (or with respect to the terminated Licensed Target(s) or country(ies), if terminated for specific Licensed Target(s) or country(ies)); *provided* that (a) if following Regulatory Approval in one or more countries, BMS (or its Affiliates or Sublicensees) has inventory of usable Licensed Product(s) as of the effective date of termination in such countries, then BMS (and its Affiliates and Sublicensees) may continue to sell off such inventory of Licensed Products in the Field in such countries in the Territory (and fulfill customer orders therefor) until [***] and shall pay Avidity any applicable royalties due based on such sales, and (b) the licenses granted pursuant to Section 5.1.1(b) and Section 5.2.1(b) shall survive.

11.7.2 Sublicenses. Except with respect to a termination of this Agreement by BMS pursuant to Section 11.2 (Termination at Will), any permitted sublicense granted by BMS or its Affiliate to a Sublicensee under the licenses granted to BMS under this Agreement shall survive the termination of this Agreement; *provided* that, in the case where termination of this Agreement for BMS's uncured material breach pursuant to Section 11.3 (Termination for Cause) or as a result of a Patent Challenge pursuant to Section 11.4 (Termination for Patent Challenge), such Sublicensee did not cause such uncured material breach or initiate such Patent Challenge, as applicable. If permitted under such a surviving sublicense, effective upon termination of this Agreement, such sublicense shall become a direct license from Avidity to such Sublicensee; *provided* that (a) Avidity will not be obligated to perform contractual obligations under such sublicense greater than those set forth herein, and (b) such Sublicensee will be required to pay to Avidity appropriate amounts in consideration (taking into account any difference in license scope, territory and duration) for such direct grant as Avidity would have received from BMS pursuant to this Agreement on account of such Sublicensee's Exploitation of Licensed Compounds or Licensed Products had this Agreement not been terminated.

11.7.3 Wind-Down. The Parties shall cooperate, and use Commercially Reasonable Efforts, to wind-down and cease, in accordance with Applicable Law and industry standards, all activities then being performed by the Parties and their Affiliates hereunder.

11.7.4 Return of Confidential Information. No later than [***] (as extended upon mutual agreement between the Parties) after the termination of this Agreement, each Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party's request, shall destroy) all of the Disclosing Party's Confidential Information (including all copies thereof) that are in such Party's possession; *provided, however*, that the Receiving Party may retain one archival copy of the Disclosing Party's Confidential Information in its confidential files solely for purposes of identifying its continuing obligations under this Agreement with respect thereto; *provided, further*, that such Receiving Party shall not be required to destroy electronic files containing Disclosing Party's Confidential Information that are made in the ordinary course of its business information back-up procedures pursuant to its electronic record retention and destruction practices that apply to its own general electronic files and information.

11.7.5 Exclusivity. If this Agreement expires or terminates in its entirety, the obligations under Section 5.7 (Exclusivity) shall terminate (*provided* that, for clarity, if this Agreement does not expire or terminate in its entirety, then the obligations under 5.7 (Exclusivity) shall remain in full force and effect to the extent applicable). Notwithstanding the foregoing, in the event BMS terminates this Agreement in accordance with Section 11.3 (Termination for Cause) for Avidity's failure to perform, in any material respect, the activities allocated to Avidity under the applicable Research Plan, then the obligations under Section 5.7.1 (Avidity Exclusivity) with respect to such Research Program and Licensed Target shall remain in full force and effect until the eighth anniversary of the Effective Date.

11.7.6 Product Reversion.

(a) Reversion Agreement. Except with respect to a termination of this Agreement by BMS pursuant to Section 11.3 (Termination for Cause) or by BMS pursuant to Section 11.2 (Termination at Will) as a result of a Safety Concern, at Avidity's request in writing ("Reversion Notice"), the Parties will negotiate in good faith and enter into a written agreement ("Reversion Agreement") pursuant to which: [***].

(b) Exclusions from Reversion License. Notwithstanding the foregoing, in no event shall the Reversion Agreement grant to Avidity any rights to (i) any Manufacturing-related Intellectual Property Rights Controlled by BMS or its Affiliates, including any proprietary cell lines, any proprietary cell culture media and any Know-How associated with such cell lines and cell culture media or (ii) any BMS Sole Patents Controlled by BMS or its Affiliates to the extent that they cover or claim a Combination Product or any BMS Sole Inventions Controlled by BMS or its Affiliates to the extent relating to a Combination Product.

(c) Agreement on Reversion License. If the Parties have not agreed to the royalty(ies) (if applicable) and entered into a Reversion Agreement within [***] of the effective date of such termination, then either Party may refer the matter to Final Offer (Baseball) Arbitration for determination of such royalty(ies) and other unagreed terms and conditions of such Reversion Agreement.

11.8 Effect of Expiration or Termination Generally; Survival Expiration or termination of this Agreement shall not relieve the Parties of any obligation accruing prior to such expiration or termination. Any expiration or termination of this Agreement shall be without prejudice to the rights of either Party against the other accrued or accruing under this Agreement prior to expiration or termination. The provisions set forth in Article 1 (Definitions) (to the extent the definitions are used in other surviving provisions), Section 4.5 (Records, Reports and Documentation; Inspections) (provided that inspections thereunder may not be conducted [***] following the effectiveness of such termination or expiration), Section 5.1.1(b) (License Grant), Section 5.2.1(b) (License Grant), Section 5.6 (No Implied Licenses), Section 5.9 (Rights in Bankruptcy), Section 7.3 (Milestone Payments) (with respect to any payment obligations accrued but unpaid prior to the effectiveness of such termination or expiration, subject to Section 11.9 (Full Force and Effect During Notice Period)), Section 7.4 (Royalties) (with respect to any payment obligations accrued but unpaid prior to the effectiveness of such termination or expiration, provided that the third sentence of Section 7.4.2 (Royalty Term) shall survive in its entirety), Section 7.9 (Audits) (for the time period set forth therein), Section 7.10 (Tax Matters) (with respect to any payment obligations accrued but unpaid prior to the effectiveness of such termination or expiration), Section 7.11 (Payment Method and Exchange Rate) (with respect to any payment obligations accrued but unpaid prior to the effectiveness of such termination or expiration), Article 8 (Confidentiality and Publication) (for the time period specified in Section 8.6), Section 9.1 (Background IP), Section 9.2 (Inventions), Section 9.3 (Filing, Prosecution and Maintenance of Patents) (solely with respect to Research Collaboration Patents, provided that Section 9.3.2 (BMS Patents) shall survive in its entirety), 9.4 (Enforcement and Defense) (solely with respect to Research Collaboration Patents), Section 9.6 (BMS Contributed Collaboration Technology), Section 10.4 (Warranty Disclaimer), Section 11.7 (Consequence of Termination) (together with those Sections referenced therein), this Section 11.8 (Effect of Expiration or Termination Generally; Survival) (together with those Sections referenced therein), Article 12 (Indemnification) (except Section 12.4 (Insurance)) (provided that with respect to Section 12.1(c), only with respect to units of Licensed Product sold or administered by or on behalf of BMS or its Affiliates or Sublicensees during the Term or during the sell off period set forth in Section 11.7.1 (Termination of License Grants) or following expiration of the Term), and Article 13 (Miscellaneous) shall survive any expiration or termination of this Agreement for the time periods set forth therein and if no time period is specified, then indefinitely.

11.9 Full Force and Effect During Notice Period This Agreement shall remain in full force and effect during the period commencing on the date of notice of termination of this Agreement and ending on the effective date of termination of this Agreement [***].

ARTICLE 12. INDEMNIFICATION

12.1 Indemnification by BMS. BMS shall indemnify, defend and hold harmless Avidity and its Affiliates, and its and their respective directors, officers, employees, agents, successors and assigns (collectively, the "Avidity Indemnitees"), from and against any and all Damages arising out of any Claim to the extent arising out of or relating to:

(a) the negligence or willful misconduct of BMS or its Affiliates or its or their respective directors, officers, employees or agents, in connection with BMS's performance of its obligations under this Agreement;

(b) any breach by BMS of any of its representations, warranties, covenants, agreements or obligations under this Agreement; or

(c) the Exploitation of Licensed Compounds and Licensed Products in the Field in the Territory by or on behalf of BMS or its Affiliates or Sublicensees (other than Avidity or its Affiliates or (sub)licensees);

in each case of (a) through (c), *provided, however*, that such indemnity shall not apply to the extent Avidity has an indemnification obligation pursuant to Section 12.2(a), 12.2(b) or 12.2(c) for such Damages.

12.2 Indemnification by Avidity. Avidity shall indemnify, defend and hold harmless BMS, its Affiliates and its and their respective directors, officers, employees, agents, successors and assigns (collectively, the "BMS Indemnitees"), from and against any and all Damages arising out of any Claim to the extent arising out of or relating to:

(a) the negligence or willful misconduct of Avidity or its Affiliates or its or their respective directors, officers, employees or agents, in connection with Avidity's performance of its obligations under this Agreement;

(b) any breach by Avidity of any of its representations, warranties, covenants, agreements or obligations under this Agreement; or

(c) the Exploitation of Licensed Compounds and Licensed Products (i) anywhere in the Territory prior to the Effective Date or (ii) after the effective date of termination by or on behalf of Avidity or its Affiliates or (sub)licensees (other than BMS or its Affiliates or (sub)licensees);

in each case of (a) through (c), *provided, however*, that such indemnity shall not apply to the extent BMS has an indemnification obligation pursuant to Section 12.1(a), 12.1(b) or 12.1(c) for such Damages.

12.3 Procedure. In order for a Party claiming indemnity under this Article 12 (Indemnification) (the "Indemnified Party") to be entitled to any indemnification provided for under this Article 12 (Indemnification), the Indemnified Party shall give written notice to the Party from whom indemnity is being sought (the "Indemnifying Party") within [***] after learning of the Claim for which indemnity is being sought (it being understood and agreed, however, that the failure or delay by an Indemnified Party to give such notice of a Claim shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure or delay to give such notice). If the Indemnifying Party is not contesting the indemnity obligation, the Indemnified Party shall permit the Indemnifying Party to control and assume the defense of any litigation relating to such claim and disposition of any such Claim unless the Indemnifying Party is also a party (or likely to be named a party) to the proceeding in which such claim is made and the Indemnified Party gives notice to the Indemnifying Party that it may have defenses to such claim or proceeding that are in conflict with the interests of the Indemnifying Party, in which case the Indemnifying Party shall not be so entitled to assume the defense of the case. If the Indemnifying Party does assume the defense of any Claim, it (a) shall act diligently and in good faith with respect to all matters relating to the settlement or disposition of any Claim as the settlement or disposition relates to the Persons being indemnified under this Article 12 (Indemnification), (b) shall cause such defense to be conducted by counsel reasonably

acceptable to the Indemnified Party, (c) shall keep the Indemnified Party reasonably advised of the status of such Claim and the defense thereof and shall consider recommendations made by the Indemnified Party with respect thereto and (d) shall not settle or otherwise resolve any Claim without prior notice to the Indemnified Party and the consent of the Indemnified Party if such settlement (i) involves anything other than the payment of money by the Indemnifying Party, (ii) will result in the Indemnified Party (or other Avidity Indemnitees or BMS Indemnitees, as applicable) becoming subject to injunctive or other similar type of relief, (iii) requires an admission by the Indemnified Party (or other Avidity Indemnitees or BMS Indemnitees, as applicable) and (iv) if Avidity is the Indemnifying Party, adversely affect the rights or licenses granted to BMS (or its Affiliate) under this Agreement. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in its defense of any claim for which the Indemnifying Party has assumed the defense in accordance with this Section 12.3 (Procedure), and shall have the right (at its own expense) to participate in, but not control, the defense of such Claim and to engage counsel of its choice for such purpose. So long as the Indemnifying Party is diligently defending the Claim in good faith, the Indemnified Party shall not settle any such Claim without the prior written consent of the Indemnifying Party. If the Indemnifying Party does not assume and conduct the defense of the Claim as provided above, (A) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to the Claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (B) the Indemnifying Party will remain responsible to indemnify the Indemnified Party as provided in this Article 12 (Indemnification). If the Parties cannot agree as to the application of Section 12.1 (Indemnification by BMS) or Section 12.2 (Indemnification by Avidity), as applicable, to any claim, pending resolution of the dispute pursuant to Section 13.6 (Dispute Resolution), the Parties may conduct separate defenses of such claims, with each Party retaining the right to claim indemnification from the other Party in accordance with Section 12.1 (Indemnification by BMS) or Section 12.2 (Indemnification by Avidity), as applicable, upon resolution of the underlying claim. In each case, the Indemnified Party shall reasonably cooperate with the Indemnifying Party, and shall make available to the Indemnifying Party all pertinent information under the control of the Indemnified Party, which information shall be subject to Article 8 (Confidentiality and Publication).

12.4 Insurance. During the Term, each Party shall maintain such types and amounts of liability insurance (including in the case of BMS, self-insurance) as is normal and customary in the industry generally for similarly situated parties and adequate to cover its obligations under this Agreement, and Avidity will upon request provide BMS with a certificate of insurance in that regard, along with any amendments and revisions thereto.

12.5 LIMITATION OF LIABILITY. EXCEPT (A) TO SATISFY A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.1 (INDEMNIFICATION BY BMS) OR SECTION 12.2 (INDEMNIFICATION BY AVIDITY), (B) FOR A PARTY'S BREACH OF SECTION 5.7 (EXCLUSIVITY) OR ARTICLE 8 (CONFIDENTIALITY AND PUBLICATION), (C) AVIDITY'S MATERIAL BREACH OF ITS OBLIGATION TO PERFORM THE ACTIVITIES ALLOCATED TO AVIDITY UNDER THE APPLICABLE RESEARCH PLAN OR (D) DAMAGES AVAILABLE TO EITHER PARTY FOR THE OTHER PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING ANY CLAIMS FOR LOST PROFITS, SALES, REVENUES OR OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OR THE EXERCISE OF ITS RIGHTS HEREUNDER) UNDER ANY THEORY OF LIABILITY, AND REGARDLESS OF ANY NOTICE OR KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 13. MISCELLANEOUS

13.1 Force Majeure. Neither Party shall be held liable to the other Party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in performing any obligation under this Agreement to the extent such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, potentially including embargoes, war, acts of war (whether war be declared or not), acts of terrorism, sabotage, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, epidemics, pandemics, fire, floods, earthquake, or other acts of God, or acts,

omissions or delays in acting by any governmental authority, and that is not caused by the gross negligence or intentional misconduct of such Party (each such event or cause referred to as "Force Majeure"). The affected Party shall notify the other Party in writing of such Force Majeure circumstances as soon as reasonably practical, and shall promptly undertake all reasonable efforts necessary to cure such Force Majeure circumstances and resume performance of its obligations under this Agreement. If circumstances constituting Force Majeure exist for more than [***], the Parties shall meet to discuss and agree upon a resolution to the problem, if practicable. The foregoing notwithstanding, nothing herein shall require a Party to settle on terms unsatisfactory to such Party any strike, lock-out or other labor difficulty, or any investigation or proceeding by any public authority, or any litigation by any Third Party.

13.2 Assignment. Except as provided in this Section 13.2 (Assignment), neither Party may assign or otherwise transfer this Agreement or any right or obligation hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing and subject to Section 7.10 (Tax Matters), either Party may, without consent of the other Party, assign this Agreement or any of its rights or obligations hereunder in whole or in part to: (a) an Affiliate of such Party; or (b) its successor in interest in connection with a Change of Control transaction; *provided, however*, that in the case of assignment to an Affiliate, the assigning Party shall, notwithstanding such assignment, remain responsible for the performance such Affiliate under this Agreement. Any attempted assignment not in accordance with this Section 13.2 (Assignment) shall be null and void and of no legal effect. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respected successors and permitted assigns.

13.3 Severability. If any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect by a court or other governmental authority of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affects the substantive rights of one or both of the Parties. The Parties shall in such an instance cooperate and use good faith efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) that, insofar as practical, implements the purposes of this Agreement.

13.4 Notices. All notices that are required or permitted hereunder shall be in writing and sufficient if (a) delivered personally, (b) sent by internationally recognized express courier, (c) sent by registered or certified mail, postage prepaid, return receipt requested, or (d) delivered by electronic mail followed by delivery via either of the methods set forth in clauses (a) through (c) of this Section 13.4, in each case, addressed as follows:

If to Avidity, to: Avidity Biosciences, Inc.
10578 Science Center Drive, Suite 125
San Diego, CA 92121
Attention: General Counsel
Email: [***]

With a copy to: Ropes & Gray LLP
800 Boylston Street; Prudential Tower
Boston, MA 02199
Attention: David McIntosh
Email: [***]

If to BMS, to: Bristol-Myers Squibb Company
Route 206 and Province Line Road
Princeton, NJ 08543-4000
Attention: VP, Business Development
Email: [***]

With a copy to: Bristol-Myers Squibb Company
Route 206 and Province Line Road
Princeton, NJ 08543-4000
Attention: VP & Assistant General Counsel, Licensing and
Business Development

or to such other address(es) as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such notice shall be deemed to have been given: (i) when delivered, if personally delivered on a Business Day (or if delivered or sent on a non-Business Day, then on the next Business Day); (ii) on the Business Day of scheduled delivery, if sent by internationally recognized express courier; (iii) on the [***] Business Day following the date of mailing, if sent by mail; or (iv) if delivered by electronic mail, the date of confirmation of receipt if during the recipient's normal business hours, otherwise, on the next Business Day following delivery.

13.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to any rules of conflict of laws.

13.6 Dispute Resolution.

13.6.1 Executive Officers. The Parties shall negotiate in good faith and use reasonable efforts to amicably settle any dispute, controversy, or claim arising from or related to this Agreement or the breach thereof that is outside the scope of authority of the JSC (each, a "Dispute"). Either Party shall refer any Dispute to the Executive Officers (or their respective designees) who shall attempt in good faith to resolve such Dispute over a period of [***].

13.6.2 Litigation. Any unresolved dispute which was subject to Section 13.6.1 (Executive Officers) must be brought exclusively in a court of competent jurisdiction, federal or state, located in the State of New York, and in no other jurisdiction. Each Party hereby consents to personal jurisdiction and venue in, and agrees to service of process issued or authorized by, such court.

13.6.3 Jurisdiction. Each Party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and state courts located in New York, New York for the purpose of any and all unresolved Disputes, (b) hereby waives to the extent not prohibited by Applicable Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts in such

jurisdiction should be dismissed on grounds of forum *non conveniens*, should be transferred to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence any such action other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, application may be made to any court of competent jurisdiction with respect to the enforcement of any judgment or award. Notwithstanding the foregoing, this Section 13.6 (Dispute Resolution) shall not apply to (i) any decision for which a Party has final decision-making authority as expressly provided under Section 2.4 (Resolution of Working Group and JSC Disputes), (ii) any matter that this Agreement specifies is to be resolved in accordance with Schedule 2.4.3(a) or (iii) any matter that this Agreement specifies is to be resolved by Final Offer (Baseball) Arbitration.

13.7 Entire Agreement; Amendments

13.7.1 This Agreement, together with the Exhibits and Schedules hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes and cancels all previous express or implied agreements [***], and understandings, negotiations, writings and commitments, either oral or written, in respect to the subject matter hereof. For clarity, all information [***] shall be considered Confidential Information under this Agreement and such obligated Party shall be considered the Receiving Party under this Agreement with respect to such Confidential Information, and any inventions (if any) made by the Parties in the course of evaluating or discussing the collaboration hereunder prior to the Effective Date (including in the course of generating the Research Plan) shall be deemed inventions arising from the conduct of the Research Plan. The Exhibits and Schedules to this Agreement are incorporated herein by reference and are part of this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties.

13.7.2 The Parties acknowledge and agree that, as of the Effective Date, all Confidential Information disclosed pursuant to the Research Agreement by a Party or its Affiliates shall be included in the Confidential Information that is deemed to have been disclosed by such Party under and subject to this Agreement and the Research Agreement is hereby superseded in its entirety; *provided* that the foregoing shall not relieve any Person of any right or obligation accruing under the Research Agreement prior to the Effective Date. Each Party shall ensure that the other Party's Confidential Information is maintained in accordance with Article 8 (Confidentiality and Publication). Without limiting Section 4.8 (Use of Materials), the Parties further acknowledge and agree that, prior to the Effective Date, certain materials were transferred between the Parties under the Research Agreement and that, as of the Effective Date, such materials shall only be used hereunder as specified in, and in accordance with, the applicable Research Plan; *provided* that the foregoing shall not relieve any Person of any right or obligation accruing under the Research Agreement prior to the Effective Date. Without limiting the foregoing, BMS, on behalf of MyoKardia, and Avidity hereby terminate the Research Agreement in its entirety and notwithstanding anything to the contrary therein; *provided*, that those provisions of the Research Agreement that, by its terms are to survive such termination and are not superseded by the terms of this Agreement, will so survive, as applicable. The Parties hereby acknowledge and agree that the Research Agreement, and all rights, obligations and licenses of each of the Parties under the Research Agreement, shall be deemed to be superseded in all respects as of the Effective Date by this Agreement; *provided* that any dispute or alleged breach by a Party of any of the terms of the Research Agreement during the period that the Research Agreement was in effect shall be governed solely by the terms of the Research Agreement and the terms and conditions of the Research Agreement shall survive solely for the limited purpose set forth in this Section 13.7.2 (Entire Agreement).

13.8 Independent Contractors. It is expressly agreed that Avidity and BMS shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture, or agency, and neither Party will treat the relationship between the Parties as a partnership, joint venture, or other entity for any purposes. Neither Avidity nor BMS shall have the authority to make any statements, representations, or commitments of any kind on behalf of, or otherwise bind or obligate the other Party, without the prior written consent of such other Party.

13.9 Performance by Affiliates. Each Party may discharge any obligations and exercise any right hereunder through any of its Affiliates. Each Party hereby guarantees the performance by its Affiliates of such Party's obligations under this Agreement and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. Any breach by a Party's Affiliate of any of such Party's obligations under this Agreement shall be deemed a breach by such Party, and the other Party may proceed directly against such Party without any obligation to first proceed against such Party's Affiliate.

13.10 Further Actions. Each Party agrees to execute, acknowledge, and deliver such further instruments, and to do all such other acts, as are reasonably necessary to carry out the purposes and intent of this Agreement.

13.11 Severability. If any court of competent jurisdiction shall hold any one or more of the provisions of this Agreement invalid or unenforceable, which holding neither Party appeals or may not be appealed, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

13.12 Waiver. No waiver or release of any obligation under or provision of this Agreement shall be valid or effective unless in writing and signed by the waiving Party. The failure of any Party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any provision hereunder or of any breach of any provision hereof shall not be deemed to be a continuing waiver or a waiver of any other breach of such provision (or any other provision) on such occasion or any succeeding occasion.

13.13 Cumulative Remedies. Unless as specified, no remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under law.

13.14 Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting Party shall not apply.

13.15 Interpretation. The captions to the Articles and Sections of this Agreement are included only for convenience of reference and shall not in any way affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to an Article, Section, subsection, clause, Exhibit or Schedule shall be deemed to be a reference to an Article, Section, subsection, clause, Exhibit or Schedule, of or to, as the case may be, this Agreement, unless otherwise indicated. In this Agreement, unless the context requires otherwise, (a) the words "including," "include," "includes," "such as" and "e.g." shall be deemed to be followed by the phrase "without limitation" or like expression, whether or not followed by the same; (b) references to the singular shall include the plural and vice versa; (c) references to masculine, feminine and neuter pronouns and expressions shall be interchangeable; (d) the words such as "herein", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear; (e) the word "or" is used in the inclusive sense that is typically associated with the phrase "and/or", unless the context is clear that only one of the options described may apply; (f) the word "will" shall be construed to have the same meaning and effect as the word "shall"; (g) all references to "dollars" or "\$" herein shall mean Dollars; (h) the phrases "non-refundable, non-creditable" or "non-refundable and non-creditable" shall not prohibit, limit or restrict either Party's right to obtain damages in connection with a breach of this Agreement; and (i) a capitalized term not defined herein but reflecting a different part of speech from that of a capitalized term which is defined herein shall be interpreted in a correlative manner.

13.16 Counterparts. The Parties may execute this Agreement in counterparts by digital or telephonic facsimile transmission (including PDF), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.17 No Third Party Beneficiaries. The Parties agree that no provision of this Agreement shall be for the benefit of, or shall be enforceable by any Third Party, including any creditor of either Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Research Collaboration and License Agreement to be executed by their duly authorized representatives as of the Effective Date.

BRISTOL MYERS SQUIBB COMPANY

AVIDITY BIOSCIENCES, INC.

By: /s/ David Elkins

Name: David Elkins

Title: Executive Vice President and Chief Financial Officer

By: /s/ Sarah Boyce

Name: Sarah Boyce

Title: President and Chief Executive Officer

DB1/ 140728514.19

Schedule 1.18
Avidity Platform Patents

[]**

66-

Schedule 1.63
Existing Avidity In-License Agreements

[*]**

Schedule 1.67
Final Offer (Baseball) Arbitration

[*]**

Schedule 1.92
Licensed Targets

[]**

Schedule 1.128
Securities Purchase Agreement

Filed as a separate exhibit to this Annual Report on Form 10-K.

Schedule 2.4.3(a)
Resolution by Expert

[**]

Schedule 4.2.1(a)
Initial Research Plan

[***]

Schedule 4.2.1(b)
Initial Research Budget

[***]

Schedule 8.7

[**]

[**]

Schedule 10.2.2
Existing Patents

[***]

*Certain identified information has been excluded from this exhibit because it is both not material and is the type that the registrant treats as private or confidential. Such omitted information has been noted in this document with a placeholder identified by the mark “[***]”.*

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this “**Agreement**”) is dated as of November 27, 2023, between Avidity Biosciences, Inc., a Delaware corporation (the “**Company**”), and the purchaser identified on the signature page hereto (the “**Purchaser**”).

WHEREAS, the Company and the Purchaser are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”).

WHEREAS, the Purchaser wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, the Shares.

Now, Therefore, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser, severally and not jointly, agree as follows:

1. DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth in this **Section 1.1**:

“**Affiliate**” means, with respect to any Person, any entity that, at the relevant time (whether as of the date hereof or thereafter), directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, for so long as such control exists. For purposes of this definition, “control” means (i) to possess, directly or indirectly, the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (ii) direct or indirect ownership of 50% (or such lesser percentage that is the maximum allowed to be owned by a foreign entity in a particular jurisdiction) or more of the voting share capital or other equity interest in such entity.

“**Business Days**” means any day, other than Saturday, Sunday or any day that banks are authorized or required to be closed in New York, New York.

“**Change of Control Transaction**” shall have the meaning ascribed to such term in that certain Research Collaboration and License Agreement, dated as of November 27, 2023, by and between the Company and the Purchaser.

“**Closing**” means the closing of the purchase and sale of the Shares on the Closing Date pursuant to **Section 2.1** of this Agreement.

“**Closing Date**” means November 27, 2023.

“**Closing Price**” means \$7.8813 per Share.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

“**Commission**” means the United States Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, \$0.0001 par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed into.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"FDA" means the U.S. Food and Drug Administration.

"Governmental Entity" means (i) any international, multinational, supranational, federal, state, provincial, county, municipal, regional or local government, foreign or domestic, or any political subdivision thereof, (ii) any entity, department, commission, bureau, agency, authority, board, court or other similar body or quasi-governmental body exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to any government or other political subdivision thereof, (iii) any supranational organization of sovereign states exercising such functions for such sovereign states, and (iv) any company, business, enterprise or other entity owned, in whole or in part, or controlled by any Governmental Entity described in the foregoing clauses (i), (ii), or (iii) of this definition.

"Material Adverse Effect" means material adverse change in the condition, financial or otherwise, or in the earnings or business affairs of the Company, whether or not arising in the ordinary course of business.

"Nasdaq" means The Nasdaq Global Market.

"Purchase Price" means thirty nine million, nine hundred and ninety nine thousand, nine hundred and ninety three U.S. dollars and forty two cents (\$39,999,993.42).

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such rule.

"SEC Reports" means collectively all reports, schedules, forms, statements and other documents required to be filed or furnished by the Company with the SEC under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof for [***] preceding the date of this Agreement (including the exhibits thereto and documents incorporated by reference therein).

"Shares" means the number of shares of Common Stock equal to the Purchase Price divided by the Closing Price, rounded down to the nearest whole share.

"Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO of the Exchange Act, but shall be deemed to not include the location and/or reservation of borrowable shares of Common Stock.

"Taxes" means (i) any and all U.S. federal, state, local, non-U.S., or other taxes, charges, fees, imposts, levies or other assessments of any kind (together with any and all interest, penalties, additions to tax and additional amounts with respect thereto) imposed by any Governmental Entity, including, without limitation, taxes on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll,

employment, unemployment, capital, transfer, inventory, unclaimed or abandoned property, license, social security, severance, stamp, occupation, property, social security, estimated taxes, customs duties, workers' compensation or net worth, and taxes in the nature of excise, withholding, ad valorem or value added; and (ii) any transferee or successor liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee liability, operation of law, Treasury Regulations Section 1.1502-6(a) (or any predecessor or successor thereof of any analogous or similar provision under Law) or otherwise.

"Treasury Regulations" means the regulations promulgated under the Code by the U.S. Department of the Treasury.

"Trading Day" means a day on which the Common Stock is traded on Nasdaq.

"Transaction Documents" means this Agreement and any other documents or agreements executed and delivered to the Purchaser in connection with the transactions contemplated hereunder.

2. PURCHASE AND SALE

2.1 Closing.

(a) The Closing shall occur at 10:00 a.m. (New York City time) on the Closing Date, so long as the conditions to Closing set forth in **Section 2.2** have been satisfied (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing).

(b) At the Closing, upon the terms set forth herein, the Company hereby agrees to issue and sell to the Purchaser, and the Purchaser agrees to purchase from the Company, the Shares, at an aggregate purchase price equal to the Purchase Price. At the Closing, following satisfaction of all conditions to Closing set forth in **Section 2.2**, the Purchaser shall deliver to the Company via wire transfer immediately available funds equal to the Purchase Price and the Company shall deliver to the Purchaser the Shares in accordance with **Section 2.2** of this Agreement.

2.2 Deliveries; Closing Conditions.

(a) At the Closing, the Company will deliver or cause to be delivered to the Purchaser book-entry shares representing the Shares purchased by Purchaser, recorded in the Purchaser's name. Such delivery shall be against payment of the Purchase Price therefor by the Purchaser by wire transfer of immediately available funds to the Company in accordance with the Company's written wiring instructions, which shall be provided by the Company to the Purchaser on or prior to the fifth (5th) Business Day preceding the Closing Date.

(b) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy on the Closing Date of the representations and warranties contained herein (unless made as of a specified date therein) of the Purchaser, except where, individually or in the aggregate, the failure of such representations and warranties to be so

true and correct on the Closing Date (without giving effect to any limitation as to “materiality” or “Material Adverse Effect” set forth therein) would not reasonably be expected to have a Material Adverse Effect on the Purchaser, as applicable; and

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed in all material respects.

(c) The obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy on the Closing Date of the representations and warranties contained herein (unless made as of a specified date therein) of the Company, except where, individually or in the aggregate, the failure of such representations and warranties to be so true and correct on the Closing Date (without giving effect to any limitation as to “materiality” or “Material Adverse Effect” set forth therein) would not reasonably be expected to have a Material Adverse Effect on the Company, as applicable;

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed in all material respects;

(iii) prior to the Closing, the Company shall have taken all actions which are reasonably necessary, including providing appropriate notice to Nasdaq of the transactions contemplated by this Agreement, for the Shares to be listed on Nasdaq and shall have complied in all material respects with all listing, reporting, filing and other obligations under the rules of Nasdaq and of the Commission with respect to the matters contemplated by this Agreement;

(iv) the Common Stock shall not have been suspended, as of the Closing Date, by the Commission or Nasdaq from trading on Nasdaq nor shall any such suspension by the Commission or Nasdaq have been threatened, as of the Closing Date, in writing by the Commission or Nasdaq;

(v) the Purchaser shall have received from the Company a certificate in form and substance reasonably satisfactory to the Purchaser and duly executed on behalf of the Company by an authorized officer of the Company, certifying that the conditions set forth in **Sections 2.2(c)(i) and (ii)** have been fulfilled;

(vi) the Purchaser shall have received a customary opinion of the Company’s outside counsel, dated as of the Closing Date, relating to the Shares, in form and substance reasonably satisfactory to the Purchaser;

(vii) the Purchaser shall have received a certificate from the secretary of the Company certifying (A) that attached thereto is a true and complete copy of the charter and by-laws of the Company as in effect on the Closing Date; and (B) that attached thereto is a true and complete copy of all resolutions adopted by the Board authorizing the execution, delivery and performance by the Company of this Agreement and the transactions contemplated hereunder and thereunder and that all such resolutions are in full force and effect and are all the

resolutions adopted in connection with the transactions contemplated hereby and thereby as of the Closing Date; and

(viii) no Material Adverse Effect has occurred.

(d) The obligations of the Company and the Purchaser to consummate the Closing are subject to the satisfaction or waiver of the following conditions prior to the Closing:

(i) no proceeding challenging this Agreement, or the transactions contemplated hereby, or seeking to prohibit, alter, prevent or materially delay the Closing, shall have been instituted or be pending by any Governmental Entity; and

(ii) the sale of the Shares by the Company and the purchase of the Shares by the Purchaser shall not be prohibited by any applicable law or Governmental Entity.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Assuming the accuracy of the representations and warranties of the Purchaser set forth in **Section 3.2** of this Agreement and except as set forth in the SEC Reports, which disclosures serve to qualify these representations and warranties in their entirety, the Company represents and warrants to the Purchaser that the statements contained in this **Section 3.1** are true and correct as of the date hereof and as of the Closing Date:

(a) The Company was not and is not an Ineligible Issuer (as defined in Rule 405 under the Securities Act), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

The Company and each of its subsidiaries (as defined in Rule 405 under the Securities Act) have been duly organized and are validly existing as corporations or other legal entities in good standing (or the foreign equivalent thereof) under the laws of their respective jurisdictions of organization. The Company and each of its subsidiaries are duly qualified to do business and are in good standing as foreign corporations or other legal entities in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification and have all power and authority (corporate or other) necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to so qualify or have such power or authority would not reasonably be expected to have, singly or in the aggregate, a Material Adverse Effect.

(b) The Shares to be purchased by the Purchaser from the Company have been duly authorized for issuance and sale to the Purchaser pursuant to this Agreement and, when issued and delivered by the Company pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued and fully paid and non-assessable; and the issuance of the Shares is not subject to the preemptive or other similar rights of any securityholder of the Company.

(c) The authorized capital stock of the Company consists of 400,000,000 shares of Common Stock and 40,000,000 shares of undesignated preferred stock. As of November 8, 2023, there were (i) no shares of preferred stock issued and outstanding, (ii) [***] shares of Common

Stock issued and outstanding, of which no shares were owned by the Company, (iii) [***] shares of Common Stock were issuable upon the exercise of stock options outstanding or issuable upon vesting of performance or restricted stock unit awards outstanding, and (iv) [***] shares were reserved for issuance in connection with future grants of awards pursuant to the Company's stock incentive plans.

(d) This Agreement has been duly authorized, executed and delivered by the Company. The Company has all requisite legal and corporate power to execute and deliver this Agreement.

(e) This Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally and (ii) as limited by equitable principles generally.

(f) Neither the Company nor any of its subsidiaries is (i) in violation of its charter or by-laws (or analogous governing instrument, as applicable), (ii) in default in any respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it is bound or to which any of its property or assets is subject or (iii) in violation in any respect of any law, ordinance, governmental rule, regulation or court order, decree or judgment to which it or its property or assets may be subject except, in the case of clauses (ii) and (iii) above, for any such violation or default that would not, singly or in the aggregate, have a Material Adverse Effect.

(g) The execution, delivery and performance of this Agreement by the Company, the issue and sale of the Shares by the Company and the consummation of the transactions contemplated hereby will not (with or without notice or lapse of time or both) (i) conflict with or result in a breach or violation of any of the terms or provisions of, constitute a default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, encumbrance, security interest, claim or charge upon any property or assets of the Company or any subsidiary pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws (or analogous governing instruments, as applicable) of the Company or any of its subsidiaries or (iii) result in the violation of any law, statute, rule, regulation, judgment, order or decree of any court or governmental or regulatory agency or body, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their properties or assets except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. A "**Debt Repayment Triggering Event**" means any event or condition that gives, or with the giving of notice or lapse of time would give the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company of any of its subsidiaries.

(h) Neither the Company nor any of its subsidiaries is or, after giving effect to the offering of the Shares and the application of the proceeds thereof as described in **Section 5.3** of this Agreement, will be required to register as an “investment company” or an entity “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.

(i) The Company and each of its subsidiaries possess all licenses, certificates, authorizations and permits issued by, and have made all declarations and filings with, the appropriate local, state, federal or foreign governmental or regulatory agencies or bodies (including, without limitation, those administered by the FDA or by any foreign, federal, state or local governmental or regulatory authority performing functions similar to those performed by the FDA) that are necessary for the lease of their respective properties or the conduct of their respective businesses as described in the SEC Reports (collectively, the “**Governmental Permits**”) except where any failures to possess or make the same would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries are in compliance with all such Governmental Permits, except where noncompliance would not reasonably be expected to have a Material Adverse Effect, and all such Governmental Permits are valid and in full force and effect, except where the invalidity or failure to be in full force and effect would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect. Neither the Company nor any subsidiary has received written, and to the Company’s knowledge, oral, notification of any revocation, modification, suspension, termination or invalidation (or proceedings related thereto) of any such Governmental Permit and the Company has no reason to believe that any such Governmental Permit will not be renewed, except for such revocations, modifications, suspensions, terminations or invalidations which would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(j) The Common Stock is registered under Section 12 of the Exchange Act. The Company has filed all SEC Reports on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Exchange Act and, in each case, to the rules promulgated thereunder, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The financial statements, together with the related notes, included in the SEC Reports fairly present, in all material respects, the financial position and the results of operations and changes in financial position of the Company and its consolidated subsidiaries at the respective dates or for the respective periods therein specified. Such statements and related notes have been prepared in accordance with the generally accepted accounting principles in the United States (“**GAAP**”) applied on a consistent basis throughout the periods involved except as may be set forth in the related notes included in the SEC Reports and provided that unaudited interim financial statements, which are subject to normal year-end adjustments, may not contain certain footnotes, as permitted by the rules of the Commission. The financial statements, together with the related notes, included in the SEC Reports comply in all material respects with Regulation S-X. No other financial statements or supporting schedules or exhibits are required by Regulation S-X to be described or included in the SEC Reports.

(l) There is no action, suit, proceeding, inquiry or investigation before or brought by any Governmental Entity (including, without limitation, any action, suit proceeding, inquiry or investigation before or brought by the FDA or European Medicines Agency) now pending or, to the knowledge of the Company, threatened, against or affecting the Company, which would reasonably be expected to result in a Material Adverse Effect, or which would reasonably be expected to materially and adversely affect their respective properties or assets or the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder; and the aggregate of all pending legal or governmental proceedings to which the Company is a party or of which any of their respective properties or assets is the subject which are not described in the SEC Reports, including ordinary routine litigation incidental to the business, would not result in a Material Adverse Effect.

(m) There is and has been no failure on the part of the Company or, to the Company's knowledge, any of the Company's officers or directors, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith applicable to the Company or such officers or directors as of the date hereof, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(n) BDO USA, LLP, who have certified certain financial statements of the Company and its subsidiaries included in the SEC Reports, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the meaning of Article 2-01 of Regulation S-X and the Public Company Accounting Oversight Board (United States).

(o) The Company has not taken, and to its knowledge no one acting on its behalf has taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company in a violation of Regulation M under the Exchange Act.

(p) The Company does not own any real property and the Company and each of its subsidiaries have valid and marketable rights to lease or otherwise use, all items of real or personal property which are material to the business of the Company and its subsidiaries taken as a whole, in each case free and clear of all liens, encumbrances, security interests, claims and defects that (i) do not, singly or in the aggregate, materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries or (ii) could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect.

(q) The Company and its subsidiaries own or possess the valid right to use all (i) patents, patent applications, trademarks, trademark registrations, service marks, service mark registrations, Internet domain name registrations, copyrights, copyright registrations, licenses, trade secret rights ("**Intellectual Property Rights**") and (ii) inventions, software, works of authorships, trademarks, service marks, trade names, databases, formulae, know how, Internet domain names and other intellectual property (including trade secrets and other unpatented and/or unpatentable proprietary confidential information, systems, or procedures) (collectively, "**Intellectual Property Assets**") necessary to conduct their respective businesses as currently conducted, and as proposed to be conducted and described in the SEC Reports. The Company and its subsidiaries have not received any opinion from their legal counsel concluding that any activities of their respective businesses infringe, misappropriate, or otherwise violate, valid and enforceable Intellectual Property Rights of any other person, and have not received written notice

of any challenge, which is to their knowledge still pending, by any other person to the rights of the Company and its subsidiaries with respect to any Intellectual Property Rights or Intellectual Property Assets owned or used by the Company or its subsidiaries. To the Company's knowledge, the Company and its subsidiaries' respective businesses as now conducted do not give rise to any infringement of, any misappropriation of, or other violation of, any valid and enforceable Intellectual Property Rights of any other person. All licenses for the use of the Intellectual Property Rights described in the SEC Reports are valid, binding upon, and enforceable by or against the parties thereto in accordance with its terms. The Company has complied in all material respects with, and is not in breach nor has received any asserted or threatened claim of breach of, any Intellectual Property license, and the Company has no knowledge of any breach or anticipated breach by any other person to any Intellectual Property license. No claim has been made against the Company alleging the infringement by the Company of any patent, trademark, service mark, trade name, copyright, trade secret, license in or other intellectual property right or franchise right of any person. The Company has taken all reasonable steps to protect, maintain and safeguard its Intellectual Property Rights, including the execution of appropriate nondisclosure and confidentiality agreements. The consummation of the transactions contemplated by this Agreement will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other person in respect of, the Company's right to own, use, or hold for use any of the Intellectual Property Rights as owned, used or held for use in the conduct of the business as currently conducted. With respect to the use of the software in the Company's business as it is currently conducted, the Company has not experienced any material defects in such software including any material error or omission in the processing of any transactions other than defects which have been corrected, and to the Company's knowledge, no such software contains any device or feature designed to disrupt, disable, or otherwise impair the functioning of any software or is subject to the terms of any "open source" or other similar license that provides for the source code of the software to be publicly distributed or dedicated to the public. To the Company's knowledge, (i) all patents and patent applications have been properly filed and each issued patent is being diligently maintained; (ii) the Company has taken reasonable steps to obtain executed nondisclosure, confidentiality agreements and invention assignment agreements and invention assignments with its employees, (iii) no employee of the Company is in or has been in violation of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement, or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with the Company; (iv) the duty of candor and good faith as required by the United States Patent and Trademark Office during the prosecution of the United States patents and patent applications included in the Intellectual Property Rights have been complied with, and in all foreign offices having similar requirements, all such requirements have been complied with; (v) there are no third parties who have rights to any Intellectual Property Rights owned by the Company, except for non-exclusive out-licenses to such Intellectual Property granted in the ordinary course of business; and (vi) there is no infringement by third parties of any Intellectual Property Rights owned or licensed to the Company; in each case that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(r) There is (A) no significant unfair labor practice complaint pending against the Company, or any of its subsidiaries, nor to the Company's knowledge, threatened against it or any of its subsidiaries, before the National Labor Relations Board, any state or local labor relation board or any foreign labor relations board, and no significant grievance or significant arbitration proceeding arising out of or under any collective bargaining agreement is so pending

against the Company or any of its subsidiaries, or, to the Company's knowledge, threatened against it and (B) no labor disturbance by or dispute with, employees of the Company or any of its subsidiaries exists or, to the Company's knowledge, is threatened, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or its subsidiaries' principal suppliers, manufacturers, customers or contractors, that could reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect. The Company is not aware that any key employee or significant group of employees of the Company or any subsidiary plans to terminate employment with the Company or any such subsidiary.

(s) The Company and its subsidiaries are in compliance in all material respects with all foreign, federal, state and local rules, laws and regulations relating to the use, treatment, storage and disposal of hazardous or toxic substances or waste and protection of health and safety or the environment which are applicable to their businesses. There has been no storage, generation, transportation, handling, treatment, disposal, discharge, emission, or other release of any kind of toxic or other wastes or other hazardous substances by, due to, or caused by the Company or any of its subsidiaries (or, to the Company's knowledge, any other entity for whose acts or omissions the Company or any of its subsidiaries is or may otherwise be liable) upon any of the property now or previously owned or leased by the Company or any of its subsidiaries, or upon any other property, in violation of any law, statute, ordinance, rule, regulation, order, judgment, decree or permit or which would, under any law, statute, ordinance, rule (including rule of common law), regulation, order, judgment, decree or permit, give rise to any liability that could, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect; and there has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to which the Company or any of its subsidiaries has knowledge.

(t) The Company and each of its subsidiaries carry, or are covered by, insurance in such amounts and covering such risks as the Company reasonably believes is adequate for the conduct of their respective businesses and the value of their respective properties. Neither the Company nor any of its subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received written notice from any insurer, agent of such insurer or the broker of the Company or any of its subsidiaries that any material capital improvements or any other material expenditures (other than premium payments) are required or necessary to be made in order to continue such insurance.

(u) The Company and each of its subsidiaries maintains a system of "internal control over financial reporting" (as such term is defined in Rule 13a-15(f) of the General Rules and Regulations under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by their respective principal executive and principal financial officers, or under their supervision, to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (v) interactive data in eXtensible Business Reporting Language included

in the SEC Reports fairly presents the Commission's rules and guidelines applicable thereto. The Company's internal control over financial reporting is effective. Since the end of the Company's most recent audited fiscal year, there has been (A) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (B) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(v) There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of their respective family members.

(w) (A)(x) To the Company's knowledge, there has been no security breach or attack or other compromise of or relating to any of the Company's and its subsidiaries' information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology ("**IT Systems and Data**"), and (y) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in any security breach, attack or compromise to their IT Systems and Data, (B) the Company and its subsidiaries have complied, and are presently in compliance with, all applicable laws, statutes or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority and all industry guidelines, standards, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, and (C) the Company and its subsidiaries have implemented commercially reasonable backup and disaster recovery technology consistent with industry standards and practice, and (D) neither the Company nor any of its subsidiaries (x) has received notice of any actual or potential liability under or relating to any applicable law, industry guidelines, standards, internal policies and contractual obligations governing the IT Systems and Data, and (y) is party to any order, decree or agreement that imposed any obligations or liability under or relating to any applicable law, industry guidelines, standards, internal policies and contractual obligations governing the IT Systems and Data.

(x) The statistical and market related data included in the SEC Reports are based on or derived from sources that the Company believes to be reliable and accurate, and such data agree with the sources from which they are derived.

(y) Neither the Company nor, to the Company's knowledge, any of its officers, directors or affiliates has taken or will take, directly or indirectly, any action designed or intended to stabilize or manipulate the price of any security of the Company, or which caused or resulted in, or which might in the future reasonably be expected to cause or result in, stabilization or manipulation of the price of any security of the Company.

(z) Neither the Company nor any of its subsidiaries nor any director, officer, or employee thereof, or, to the Company's knowledge, any agent, affiliate or other person acting on behalf of the Company or any subsidiary, has (i) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) made any direct or indirect unlawful payment to foreign or domestic government officials or employees, political parties or campaigns, political party officials, or candidates for political

office from corporate funds, (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any applicable anti-corruption laws, rules, or regulations of any other jurisdiction in which the Company or any subsidiary conducts business, or (iv) made any other unlawful bribe, rebate, payoff, influence payment, kickback, or other unlawful payment to any person.

(aa) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements, including those of the U.S. Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(ab) (A) Neither the Company nor any of its subsidiaries, nor any director, officer or employee thereof, nor, to the Company’s knowledge, any agent, affiliate, representative or other person acting on behalf of the Company or any of its subsidiaries, is an individual or entity (“**Person**”) that is, or is owned or controlled by a Person that is: (i) the subject of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority (collectively, “**Sanctions**”), nor (ii) located, organized or resident in a country or territory that is the subject of a U.S. government embargo (including, without limitation, Cuba, Iran, North Korea, Syria, Russia and the Ukrainian regions of Crimea, Donetsk and Luhansk).

(B) The Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person: (i) to fund or facilitate any activities or business of or with any Person that, at the time of such funding or facilitation, is the subject of Sanctions, or in any country or territory that, at the time of such funding or facilitation, is the subject of a U.S. government embargo; or (ii) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(C) For the past five (5) years, the Company and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any direct or indirect dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject of Sanctions or any country or territory that, at the time of the dealing or transaction is or was the subject of a U.S. government embargo.

(ac) There is no legal or governmental proceeding to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject, including any proceeding before the FDA or comparable federal, state, local or foreign governmental bodies (it being understood that the interaction between the

Company and the FDA and such comparable governmental bodies relating to the clinical development and product approval process shall not be deemed proceedings for purposes of this representation), which is required to be described in the SEC Reports and is not described therein, , and no such proceedings, to the Company's knowledge, are threatened by governmental or regulatory authorities or threatened by others. The Company is in compliance with all applicable federal, state, local and foreign laws, regulations, orders and decrees governing its business as prescribed by the FDA, or any other federal, state or foreign agencies or bodies engaged in the regulation of drug products, except where failures to so comply would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its subsidiaries is a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with or imposed by any governmental or regulatory authority. Additionally, neither the Company, any of its subsidiaries nor any of their respective employees, officers, directors, or agents has been excluded, suspended or debarred from participation in any U.S. federal healthcare program or human clinical research or, to the Company's knowledge, is subject to a governmental inquiry, investigation, proceeding, or other similar action that could reasonably be expected to result in debarment, suspension, or exclusion.

(ad) The Company and its subsidiaries are, and at all prior times were, in material compliance with all applicable state and federal data privacy and security laws and regulations, including without limitation HIPAA. The Company and its subsidiaries have in place, comply with, and take appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, handling, and analysis of any personal data.

(ae) The Company has not, since [***], received any written notice of adverse filing, warning letter, untitled letter or other written correspondence or written notice from the FDA, or any other court or arbitrator or federal, state, local, or foreign governmental or regulatory authority, alleging or asserting material noncompliance with the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 301 et seq.) (the "**FDCA**"). Except as would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and, to the Company's knowledge, its directors, officers, employees and agents is and have been, since April 1, 2017, in material compliance with applicable health care laws, including without limitation, the FDCA, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.) the exclusion laws (42 U.S.C. § 1320a-7), Medicare (Title XVIII of the Social Security Act), Medicaid (Title XIX of the Social Security Act), the Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h), and the regulations promulgated pursuant to such laws, and comparable state and foreign laws.

(af) The Company has not received any notice from the Nasdaq Global Market regarding the delisting of the Common Stock. The Company is in material compliance with all listing and maintenance requirements of Nasdaq on the date hereof.

(ag) The Company and its subsidiaries each (i) have timely filed all necessary federal, state, local and foreign tax returns, and all such returns were true, complete and correct in all

material respects, (ii) have paid all federal, state, local and foreign taxes, for which it is liable, including, without limitation, all sales and use taxes and all taxes which the Company or any of its subsidiaries is obligated to withhold from amounts owing to employees, creditors and third parties, and (iii) do not have any tax deficiency or claims outstanding or assessed or, to its knowledge, proposed against any of them, except those, in each of the cases described in clauses (i), (ii) and (iii) above, that would not, singly or in the aggregate, have a Material Adverse Effect.

(ah) There are no contracts, agreements or understandings between the Company and any Person that would give rise to a valid claim against the Company or the Purchaser for a brokerage commission, finder's fee or other like payment in connection with the offering of the Shares contemplated hereby.

(ai) No registration under the Securities Act is required for the offer and sale of the Shares by the Company to the Purchaser hereunder.

3.2 Representations, Warranties and Covenants of the Purchaser. The Purchaser, hereby represents, warrants and covenants to the Company as of the date hereof and as of the Closing:

(a) The Purchaser has all requisite legal and corporate or other power and capacity and has taken all requisite corporate or other action to execute and deliver this Agreement, to purchase the Shares and to carry out and perform all of its obligations under this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against such Purchaser in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally and (ii) as limited by equitable principles generally.

(c) At the time the Purchaser was offered the Shares, it was, and as of the date hereof it is, (i) either: (A) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9) or (a)(12) under the Securities Act, or (B) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act, (ii) an Institutional Account as defined in Financial Industry Regulatory Authority Rule 4512(c), and (iii) a sophisticated institutional investor, including with experience in transactions involving private investments in public equity and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, including the Purchaser's participation in the transactions contemplated by this Agreement. The Purchaser has determined based on its own independent review and such professional advice as it deems appropriate that its purchase of the Shares and participation in the transactions contemplated by this Agreement (i) are fully consistent with its financial needs, objectives and condition, (ii) comply and are fully consistent with all investment policies, guidelines and other restrictions applicable to it, (iii) have been duly authorized and approved by all necessary action, (iv) do not and will not violate or constitute a default under its charter, by-laws or other constituent document or under any law, rule, regulation, agreement or other obligation by which it is bound and (v) are a fit, proper and suitable investment for the Purchaser, notwithstanding the substantial risks inherent in investing in or holding the Shares. The Purchaser is able to bear the substantial risks associated with its purchase of the Shares, including but not limited to loss of its entire investment therein.

(d) The Purchaser has (i) received, reviewed and understood the offering materials made available to it in connection with the transactions contemplated by this Agreement, (ii) had the opportunity to ask questions of and receive answers from the Company directly and (iii) conducted and completed its own independent due diligence with respect to the transactions contemplated by this Agreement. Based on such information as the Purchaser has deemed appropriate, the Purchaser has independently made its own analysis and decision to purchase the Shares. Except for the representations, warranties and agreements of the Company expressly set forth in this Agreement, the Purchaser is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice it deems appropriate) with respect to the transactions contemplated by this Agreement, the Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Company, including but not limited to all business, legal, regulatory, accounting, credit and tax matters, except that no investigation conducted by or on behalf of the Purchaser or its representatives or counsel will modify, amend or affect the Purchaser's right to rely on the accuracy and completeness, in all material respects as of their respective dates, the SEC Reports and the representations, warranties and agreements of the Company expressly set forth in this Agreement.

(e) The Purchaser is acquiring the Shares for its own account for investment purposes only and not with a view to any distribution of the Shares in any manner that would violate the securities laws of the United States or any other jurisdiction. The Purchaser understands that the Shares have not been registered under the securities laws of the United States or any other jurisdiction and that the Shares may not be resold or transferred in the United States or otherwise except (i) in a transaction registered under the Securities Act, (ii) pursuant to an exemption from registration under the Securities Act or (iii) in compliance with any applicable law and the restrictions on transfer set forth in the Transaction Documents.

(f) The Purchaser understands that the Shares being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire the Shares.

(g) **Dispositions.**

(i) The Purchaser will not, if then prohibited by applicable law or regulation other than pursuant to an available exemption under the Securities Act, sell, offer to sell, solicit offers to buy, dispose of, loan, pledge or grant any right with respect to the Shares.

(ii) As of the Closing Date, the Purchaser has not directly or indirectly, nor has any person acting on behalf of or pursuant to any understanding with the Purchaser, engaged in any purchases or sales of the Company's securities (including, without limitation, any Short Sales involving the Company's securities) since the time that the Purchaser was first contacted by the Company or any other person regarding the transactions contemplated hereby. The Purchaser covenants that neither it nor any person acting on its behalf or pursuant to any understanding with it will engage in any purchases or sales of the Company's securities (including, without limitation, any Short Sales involving the Company's securities) prior to the time that the transactions contemplated by this Agreement are publicly disclosed.

(h) The Purchaser has independently evaluated the merits of its decision to purchase Shares pursuant to this Agreement. The Purchaser understands that nothing in this Agreement or any other materials presented to such Purchaser in connection with the purchase and sale of the Shares constitutes legal, tax or investment advice.

(i) The Purchaser will hold in confidence all information concerning this Agreement and the sale and issuance of the Shares until the Company has made a public announcement concerning this Agreement and the sale and issuance of the Shares.

(j) The Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Shares.

(k) Immediately prior to the Closing, the Purchaser, together with its Affiliates and any other persons acting as a group together with the Purchaser and any of its Affiliates, beneficially owned the number of shares of Common Stock set forth on the Purchaser's signature page attached hereto (as such ownership is calculated pursuant to the rules of Nasdaq).

4. . REGISTRATION RIGHTS

4.1 Definitions. For the purpose of this Section 4:

(a) the term "**Resale Registration Statement**" shall mean any registration statement required to be filed by Section 4.2 below, and shall include any preliminary prospectus, final prospectus, exhibit or amendment included in or relating to such registration statements; and

(b) the term "**Registrable Shares**" means the Shares *provided, however*, that a security shall cease to be a Registrable Share upon the earliest to occur of the following: (i) a Resale Registration Statement registering such security under the Securities Act has been declared or becomes effective and such security has been sold or otherwise transferred by the holder thereof pursuant to and in a manner contemplated by such effective Resale Registration Statement, (ii) such security is sold pursuant to Rule 144 under circumstances in which any legend borne by such security relating to restrictions on transferability thereof, under the Securities Act or otherwise, is removed by the Company, (iii) such security is eligible to be sold pursuant to Rule 144 without condition or restriction, including without any limitation as to volume of sales, and without the holder complying with any method of sale requirements or notice requirements under Rule 144, or (iv) such security shall cease to be outstanding following its issuance.

4.2 Registration Procedures and Expenses. The Company shall:

(a) file a Resale Registration Statement (the "**Mandatory Registration Statement**") with the Commission on or before April 25, 2024 (the "**Filing Date**") to register all of the Registrable Shares on Form S-3 under the Securities Act (providing for shelf registration of such Registrable Shares under Commission Rule 415). In the event that Form S-3 is not available for the registration of the Registrable Shares, the Company shall register the resale of the Registrable Shares on such other form as is available to the Company;

(b) use its commercially reasonable efforts to cause such Mandatory Registration Statement to be declared effective as soon as practicable (but in no event later than the 10th Business Day following the receipt by the Company of notice from the Commission that the Commission will not review the Mandatory Registration Statement or that the Commission has completed its review of the Mandatory Registration Statement, as the case may be), such efforts to include, without limiting the generality of the foregoing, preparing and filing with the Commission any financial statements or other information that is required to be filed prior to the effectiveness of such Mandatory Registration Statement;

(c) not less than five (5) Trading Days prior to the filing of a Resale Registration Statement or any related prospectus or any amendment or supplement thereto, furnish via email to the Purchaser all such documents proposed to be filed, which documents (other than any document that is incorporated or deemed to be incorporated by reference therein) will be subject to the review of the Purchaser. The Company shall reflect in each such document when so filed with the Commission such comments regarding the Purchaser and the plan of distribution as the Purchaser may reasonably and promptly propose no later than five (5) Trading Days after the Purchaser has been so furnished with copies of such documents as aforesaid;

(d) promptly prepare and file with the Commission such amendments and supplements to such Resale Registration Statements and the prospectus used in connection therewith as may be necessary to keep such Resale Registration Statements continuously effective and free from any material misstatement or omission to state a material fact therein until termination of such obligation as provided in **Section 4.6** below, subject to the Company's right to suspend pursuant to **Section 4.5**;

(e) furnish to the Purchaser such number of copies of prospectuses in conformity with the requirements of the Securities Act and such other documents as the Purchaser may reasonably request, in order to facilitate the public sale or other disposition of all or any of the Registrable Shares by the Purchaser;

(f) upon notification by the Commission that the Resale Registration Statement has been declared effective by the Commission, the Company shall file the final prospectus under Rule 424 of the Securities Act ("**Rule 424**") within the applicable time period prescribed by Rule 424;

(g) advise the Purchaser within one (1) Trading Day thereof:

(i) of the effectiveness of the Resale Registration Statement or any post-effective amendments thereto;

(ii) of any request by the Commission for amendments to the Resale Registration Statement or amendments to the prospectus or for additional information relating thereto;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Resale Registration Statement under the Securities Act or of the suspension by any state securities commission of the qualification of the Registrable Shares for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes; and

(iv) of the existence of any fact and the happening of any event that makes any statement of a material fact made in the Resale Registration Statement, the prospectus and amendment or supplement thereto, or any document incorporated by reference therein, untrue, or that requires the making of any additions to or changes in the Resale Registration Statement or the prospectus in order to make the statements therein not misleading;

(h) cause all Registrable Shares to be listed on each securities exchange, if any, on which equity securities by the Company are then listed; and

(i) bear all expenses in connection with the procedures in paragraphs (a) through (h) of this **Section 4.2** and the registration of the Registrable Shares on such Resale Registration Statement.

4.3 Rule 415 Cut-Back

If at any time the Commission takes the position that the offering of some or all of the Registrable Shares in the Resale Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act or requires the Purchaser to be named as an “underwriter,” the Company shall (in consultation with legal counsel to the Purchaser) use its commercially reasonable efforts to persuade the Commission that the offering contemplated by the Resale Registration Statement is a valid secondary offering and not an offering “by or on behalf of the issuer” as defined in Rule 415 and that the Purchaser is not an “underwriter.” In the event that, despite the Company’s commercially reasonable efforts and compliance with the terms of this **Section 4.3**, the Commission refuses to alter its position, the Company shall (i) remove from the Resale Registration Statement such portion of the Registrable Shares (the “**Cut Back Shares**”) and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Shares as the Commission may require to assure the Company’s compliance with the requirements of Rule 415 (collectively, the “**SEC Restrictions**”); provided, however, that the Company shall not agree to name the Purchaser as an “underwriter” in such Resale Registration Statement without the prior written consent of the Purchaser. No liquidated damages shall accrue as to any Cut Back Shares until such date as the Company is able to effect the registration of such Cut Back Shares in accordance with any SEC Restrictions (such date, the “**Restriction Termination Date**” of such Cut Back Shares). From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this **Section 4** shall again be applicable to such Cut Back Shares; provided, however, that (x) the Filing Date for the Resale Registration Statement including such Cut Back Shares shall be 20 Trading Days after such Restriction Termination Date.

4.4 Indemnification.

(a) The Company agrees to indemnify and hold harmless the Purchaser and its Affiliates, partners, members, officers, directors, agents and representatives, and each person, if any, who controls such Purchaser within the meaning of Section 15 of the Securities Act or Section 20 the Exchange Act (each, a “**Purchaser Party**” and collectively the “**Purchaser Parties**”), to the fullest extent permitted by applicable law, from and against any losses, claims, damages or liabilities (collectively, “**Losses**”) to which they may become subject (under the Securities Act or otherwise) insofar as such Losses (or actions or proceedings in respect thereof) arise out of, or are based upon, any material breach of this Agreement by the Company or any untrue statement or alleged untrue statement of a material fact contained in the Resale

Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or arise out of any failure by the Company to fulfill any undertaking included in the Resale Registration Statement and the Company will, as incurred, reimburse the Purchaser Parties for any legal or other expenses reasonably incurred in investigating, defending or preparing to defend any such action, proceeding, or claim; *provided, however*, that the Company shall not be liable in any such case to the extent that such Loss arises out of, or is based upon: (i) an untrue statement or omission or alleged untrue statement or omission made in such Resale Registration Statement in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Purchaser specifically for use in preparation of the Resale Registration Statement; or (ii) any breach of this Agreement by such Purchaser; *provided further, however*, that the Company shall not be liable to any Purchaser Party (or any Affiliate, partner, member, officer, director or controlling person of the Purchaser) to the extent that any such Loss is caused by an untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus if either (i) (A) the Purchaser failed to send or deliver a copy of the final prospectus with or prior to, or the Purchaser failed to confirm that a final prospectus was deemed to be delivered prior to (in accordance with Rule 172 of the Securities Act), the delivery of written confirmation of the sale by the Purchaser to the person asserting the claim from which such Loss resulted and (B) the final prospectus corrected such untrue statement or omission, (ii) (X) such untrue statement or omission is corrected in an amendment or supplement to the prospectus and (Y) having previously been furnished by or on behalf of the Company with copies of the prospectus as so amended or supplemented or notified by the Company that such amended or supplemented prospectus has been filed with the Commission, in accordance with Rule 172 of the Securities Act, the Purchaser thereafter fails to deliver such prospectus as so amended or supplemented, with or prior to or the Purchaser fails to confirm that the prospectus as so amended or supplemented was deemed to be delivered prior to (in accordance with Rule 172 of the Securities Act), the delivery of written confirmation of the sale by the Purchaser to the person asserting the claim from which such Loss resulted or (iii) the Purchaser sold Registrable Shares in violation of the Purchaser's covenants contained in **Section 3.2** of this Agreement.

(b) The Purchaser agrees, severally and not jointly, to indemnify and hold harmless the Company and its officers, directors, affiliates, agents and representatives and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each a “**Company Party**” and collectively the “**Company Parties**”), from and against any Losses to which the Company Parties may become subject (under the Securities Act or otherwise), insofar as such Losses (or actions or proceedings in respect thereof) arise out of, or are based upon, any material breach of this Agreement by the Purchaser or untrue statement or alleged untrue statement of a material fact contained in the Resale Registration Statement (or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in each case, on the effective date thereof), if, and only to the extent, such untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information furnished by or on behalf of the Purchaser specifically for use in preparation of the Resale Registration Statement, and the Purchaser, severally and not jointly, will reimburse each Company Party for any legal or other expenses reasonably incurred in investigating, defending or preparing to defend any such action, proceeding, or claim; *provided, however*, that in no event shall any indemnity under this **Section 4.4(b)** be greater in amount than the dollar amount of the net

proceeds received by such Purchaser upon its sale of the Registrable Shares included in the Resale Registration Statement giving rise to such indemnification obligation.

(c) Promptly after receipt by any indemnified person of a notice of a claim or the beginning of any action in respect of which indemnity is to be sought against an indemnifying person pursuant to this **Section 4.3**, such indemnified person shall notify the indemnifying person in writing of such claim or of the commencement of such action, and, subject to the provisions hereinafter stated, in case any such action shall be brought against an indemnified person and such indemnifying person shall have been notified thereof, such indemnifying person shall be entitled to participate therein, and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified person. After notice from the indemnifying person to such indemnified person of its election to assume the defense thereof, such indemnifying person shall not be liable to such indemnified person for any legal expenses subsequently incurred by such indemnified person in connection with the defense thereof; *provided, however*, that if there exists or shall exist a conflict of interest that would make it inappropriate in the reasonable judgment of the indemnified person for the same counsel to represent both the indemnified person and such indemnifying person or any affiliate or associate thereof, the indemnified person shall be entitled to retain its own counsel at the expense of such indemnifying person; provided, further, that no indemnifying person shall be responsible for the fees and expense of more than one separate counsel for all indemnified parties. The indemnifying party shall not settle an action without the consent of the indemnified party, which consent shall not be unreasonably withheld.

(d) If after proper notice of a claim or the commencement of any action against the indemnified party, the indemnifying party does not choose to participate, then the indemnified party shall assume the defense thereof and upon written notice by the indemnified party requesting advance payment of a stated amount for its reasonable defense costs and expenses, the indemnifying party shall advance payment for such reasonable defense costs and expenses (the “**Advance Indemnification Payment**”) to the indemnified party. In the event that the indemnified party's actual defense costs and expenses exceed the amount of the Advance Indemnification Payment, then upon written request by the indemnified party, the indemnifying party shall reimburse the indemnified party for such difference; in the event that the Advance Indemnification Payment exceeds the indemnified party's actual costs and expenses, the indemnified party shall promptly remit payment of such difference to the indemnifying party.

(e) If the indemnification provided for in this **Section 4.3** is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other, as well as any other relevant equitable considerations; provided, that in no event shall any contribution by an indemnifying party hereunder be greater in amount than the dollar amount of the proceeds received by such indemnifying party upon the sale of such Registrable Shares.

4.5 Prospectus Suspension. The Purchaser acknowledges that there may be times when the Company must suspend the use of the prospectus forming a part of the Resale Registration Statement until such time as an amendment to the Resale Registration Statement has

been filed by the Company and declared effective by the Commission, or until such time as the Company has filed an appropriate report with the Commission pursuant to the Exchange Act. The Purchaser hereby covenants that it will not sell any Registrable Shares pursuant to said prospectus during the period commencing at the time at which the Company gives the Purchaser notice of the suspension of the use of said prospectus and ending at the time the Company gives the Purchaser notice that the Purchaser may thereafter effect sales pursuant to said prospectus; provided, that such suspension periods shall in no event exceed 30 days in any 12 month period and that, in the good faith judgment of the Company's board of directors, the Company would, in the absence of such delay or suspension hereunder, be required under state or federal securities laws to disclose any corporate development, a potentially significant transaction or event involving the Company, or any negotiations, discussions, or proposals directly relating thereto, in either case the disclosure of which would reasonably be expected to have a Material Adverse Effect upon the Company or its stockholders.

4.6 Termination of Obligations. The obligations of the Company pursuant to **Section 4.2** hereof shall cease and terminate, with respect to any Registrable Shares, upon the earlier to occur of (a) such time such Registrable Shares have been resold, or (b) such time as such Registrable Shares no longer remain Registrable Shares pursuant to **Section 4.1(b)** hereof.

4.7 Reporting Requirements.

(a) With a view to making available the benefits of certain rules and regulations of the Commission that may at any time permit the sale of the Securities to the public without registration or pursuant to a registration statement on Form S-3, the Company agrees to use commercially reasonable efforts to:

(i) make and keep public information available, as those terms are understood and defined in Rule 144;

(ii) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(iii) so long as a Purchaser owns Registrable Shares, to furnish to such Purchaser upon request (A) a written statement by the Company as to whether it is in compliance with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, or whether it is qualified as a registrant whose securities may be resold pursuant to Commission Form S-3, (B) 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 (C) such other information as may be reasonably requested to permit the Purchaser to sell such securities pursuant to Rule 144.

5. OTHER AGREEMENTS OF THE PARTIES

5.1 Securities Laws Disclosure; Publicity. The Company shall, by 5:30 p.m. (New York City time) on the fourth Trading Day following the date hereof, file a Current Report on Form 8-K disclosing the material terms of the transactions contemplated hereby. From and after the issuance of the Current Report on Form 8-K, the Purchaser shall not be in possession of any material, non-public information received from the Company or any of their respective officers, directors or employees that is not disclosed in the Current Report on Form 8-K, unless the Purchaser has consented to the receipt of material, non-public information and agreed with the

Company to keep such information confidential. Subject to the foregoing, neither the Company nor the Purchaser shall issue any press releases or any other public statements with respect to the transactions contemplated hereby except as may be reviewed and approved by the Company and the Purchaser.

5.2 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company covenants and agrees that neither it, nor any other Person acting on its behalf, will provide the Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto the Purchaser shall have consented to the receipt of such information and agreed with the Company to keep such information confidential.

5.3 Use of Proceeds. The Company will use the proceeds from the offering to continue to develop and commercialize its assets, to fund research as contemplated under a collaboration and licensing agreement by and between the Company and the Purchaser dated as of the date of this Agreement, and for general corporate purposes.

5.4 Reservation of Common Stock. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue the Shares.

5.5 Nasdaq Listing. From the date hereof through the Closing, the Company shall (a) use commercially reasonable efforts to maintain the listing and trading of the Common Stock and (b) in the time and manner required by the Nasdaq, the Company shall prepare and file with Nasdaq an additional shares listing notification covering all of the Shares.

5.6 Restriction on Sales of Securities. Prior to May 25, 2024, the Purchaser will not, without the prior written consent of the Company, directly or indirectly, (i) offer, pledge, sell or contract to sell any Shares, or otherwise dispose of or transfer any Shares (collectively, the “**Lock-Up Securities**”) or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise, provided, that the foregoing shall not prohibit (a) the Purchaser from transferring any Lock-Up Securities to an Affiliate of the Purchaser or to the Company, provided that any such transferee agrees to be bound by the transfer restrictions set forth herein and that any such transfer will not violate any applicable securities or other laws of the Purchaser’s or Affiliate’s respective jurisdiction, or (b) the disposition of any Lock-Up Securities pursuant to (x) any merger, consolidation or similar transaction to which the Company is a constituent corporation or (y) a bona fide tender offer or exchange offer made to all holders of Common Stock by a Person other than the Purchaser (or any of its Affiliates or any Person acting on behalf of or as part of a group or in concert with the Purchaser or any of its Affiliates) ((a) and (b) each considered a “**Strategic Transaction**”). Notwithstanding the foregoing, the restrictions on the Lock-Up Securities automatically shall terminate and be of no further force or effect in the event the Company enters into any definitive agreement with any third party prior to May 25, 2024 contemplating a Strategic Transaction.

5.7 Legend. The Purchaser understands that the Shares shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of the certificates for the Shares):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR IN ANY OTHER JURISDICTION. THE SECURITIES REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER APPLICABLE SECURITIES LAWS UNLESS OFFERED, SOLD OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS."

Provided that if such Shares may be transferred pursuant to the terms of this Agreement, the Purchaser may request that the Company remove, and if so requested, the Company shall agree to authorize and instruct (including by causing any required legal opinion to be provided) the removal of any legend from the Shares, if permitted by applicable securities laws, within two Business Days of any such request (provided that the Purchaser timely delivers to the Company such customary representation letters and other documents reasonably requested by the Company in connection with the removal of the share legend); it being understood and agreed that each party will be responsible for any fees it incurs in connection with such request and removal.

6. MISCELLANEOUS

6.1 Fees and Expenses. Except as expressly set forth in the Transaction Documents, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. Notwithstanding the foregoing, the Company (i) shall pay all transfer agent fees, transfer taxes, registration taxes, stamp taxes and other similar Taxes and duties levied in connection with the delivery of any Shares to the Purchaser and (ii) shall reimburse the Purchaser at the Closing for up to [***] for the fees and expenses of Purchaser's outside counsel.

6.2 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such subject matter, which the parties acknowledge have been merged into such documents, exhibits and schedules.

6.3 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective upon actual receipt via mail, courier or confirmed email by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

6.4 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company

and the Purchaser. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

6.5 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

6.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than in the case of Change of Control Transaction with respect to the Company). The Purchaser may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company (other than to an Affiliate or in the case of a Change of Control Transaction with respect to the Purchaser).

6.7 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action, or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

6.8 Execution. This Agreement may be executed in two or more counterparts, through manual or electronic signature, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature on this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a legally valid and binding obligation of the party executing (or on whose behalf such signature is

executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

6.9 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

6.10 Rescission and Withdrawal Right Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever the Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then the Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

6.11 Replacement of Shares. If any certificate or instrument evidencing any Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity or bond, if requested. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Shares.

6.12 Remedies. The Company and the Purchaser shall be entitled to exercise all rights provided herein or granted by law, including recovery of damages, for any breach of the Transaction Documents.

6.13 Construction. The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments hereto.

6.14 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BETWEEN THE PARTIES (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), INCLUDING ANY COUNTERCLAIM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF. EACH PARTY (I) MAKES THIS WAIVER VOLUNTARILY AND (II) ACKNOWLEDGES THAT SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS

AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 7.14.

6.15 Survival. The representations and warranties and covenants and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and the Closing of the transactions contemplated by this Agreement.

[Remainder of page intentionally left blank.]

In Witness Whereof, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

AVIDITY BIOSCIENCES, INC.

/s/ Michael F. MacLean

Name: Michael F. MacLean

Title: Chief Financial and Chief Business Officer

Address for Notice:

10578 Science Center Dr., Ste. 125

San Diego, California 92121

Attention: Chief Financial and Chief Business Officer

Email: [***]

With a copy (that shall not constitute notice) to:

10578 Science Center Dr., Ste. 125

San Diego, California 92121

Attention: Vice President, Business Development

Email: [***]

With a copy (that shall not constitute notice) to:

800 Boylston St.

Boston, Massachusetts 02199

Attention: Thomas Danielski, Esq.

Email: [***]

PURCHASER:

BRISTOL-MYERS SQUIBB COMPANY

By: /s/ David Elkins____
Name: David Elkins
Title: Executive Vice President and Chief Financial Officer

Shares Beneficially Owned Prior to Closing: [***]

Address For Notice:
Route 206 & Province Line Road
Princeton, New Jersey 08543-4000
Attention: Executive Vice President, Strategy and Business Development
Email: [***]

With a copy (that shall not constitute notice) to:

Route 206 & Province Line Road
Princeton, New Jersey 08543-4000
Attention: Senior Vice President, Transactions Law
Email: [***]

With a copy (that shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
502 Carnegie Center
Princeton, New Jersey 08540-6289
Attention: David C. Schwartz, Esq.
Email: [***]

Certain schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. Avidity agrees to furnish a copy of any omitted schedule to the Securities and Exchange Commission upon request.

List of Omitted Schedules

Schedules 1 – Side Letter Agreement with Right of First Negotiation

Subsidiaries

Entity Name	State or Other Jurisdiction of Organization
Avidity Biosciences Ireland Limited	Republic of Ireland

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-257691) and Form S-8 (Nos. 333-239148, 333-264841, and 333-268933) of Avidity Biosciences, Inc. (the "Company") of our reports dated February 28, 2024, relating to the financial statements, and the effectiveness of the Company's internal control over financial reporting, which appear in this Annual Report on Form 10-K. Our report on the effectiveness of internal control over financial reporting expresses an adverse opinion on the effectiveness of the Company's internal control over financial reporting as of December 31, 2023.

/s/ BDO USA, P.C.

San Diego, California
February 28, 2024

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Sarah Boyce, certify that:

1. I have reviewed this annual report on Form 10-K of Avidity Biosciences, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
-

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

Date: February 28, 2024

/s/ Sarah Boyce

Sarah Boyce

President, Chief Executive Officer and Director

(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael F. MacLean, certify that:

1. I have reviewed this annual report on Form 10-K of Avidity Biosciences, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
-

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

Date: February 28, 2024

/s/ Michael F. MacLean

Michael F. MacLean

Chief Financial and Chief Business Officer

(Principal Financial Officer)

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

In connection with the annual report of Avidity Biosciences, Inc. (the "Company") on Form 10-K for the year ended December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Sarah Boyce, President, Chief Executive Officer and Director of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2024

/s/ Sarah Boyce

Sarah Boyce

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

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

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

In connection with the annual report of Avidity Biosciences, Inc. (the "Company") on Form 10-K for the year ended December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael F. MacLean, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2024

/s/ Michael F. MacLean

Michael F. MacLean

Chief Financial and Chief Business Officer
(Principal Financial Officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

AVIDITY BIOSCIENCES POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

Avidity Biosciences, Inc. (the “**Company**”) has adopted this Policy for Recovery of Erroneously Awarded Compensation (this “**Policy**”), effective as of October 2, 2023 (the “**Effective Date**”). Capitalized terms used in this Policy but not otherwise defined herein are defined in Section 11.

1. Persons Subject to Policy

This Policy shall apply to current and former Officers of the Company.

2. Compensation Subject to Policy

This Policy shall apply to Incentive-Based Compensation received on or after the Effective Date. For purposes of this Policy, the date on which Incentive-Based Compensation is “received” shall be determined under the Applicable Rules, which generally provide that Incentive-Based Compensation is “received” in the Company’s fiscal period during which the relevant Financial Reporting Measure is attained or satisfied, without regard to whether the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.

3. Recovery of Compensation

In the event that the Company is required to prepare a Restatement, the Company shall recover, reasonably promptly, the portion of any Incentive-Based Compensation that is Erroneously Awarded Compensation, unless the Committee has determined that recovery would be Impracticable. Recovery shall be required in accordance with the preceding sentence regardless of whether the applicable Officer engaged in misconduct or otherwise caused or contributed to the requirement for the Restatement and regardless of whether or when restated financial statements are filed by the Company. For clarity, the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any person’s right to voluntarily terminate employment for “good reason,” or due to a “constructive termination” (or any similar term of like effect) under any plan, program or policy of or agreement with the Company or any of its affiliates.

4. Manner of Recovery; Limitation on Duplicative Recovery

The Committee shall, in its sole discretion, determine the manner of recovery of any Erroneously Awarded Compensation, which may include, without limitation, reduction or cancellation by the Company or an affiliate of the Company of Incentive-Based Compensation or Erroneously Awarded Compensation, reimbursement or repayment by any person subject to this Policy of the Erroneously Awarded Compensation, and, to the extent permitted by law, an offset of the Erroneously Awarded Compensation against other compensation payable by the Company or an affiliate of the Company to such person. Notwithstanding the foregoing, unless otherwise prohibited by the Applicable Rules, to the extent this Policy provides for recovery of Erroneously Awarded Compensation already recovered by the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 or Other Recovery Arrangements, the amount of Erroneously Awarded Compensation already recovered by the Company from the recipient of such Erroneously Awarded Compensation may be credited to the amount of Erroneously Awarded Compensation required to be recovered pursuant to this Policy from such person.

5. Administration

This Policy shall be administered, interpreted and construed by the Committee, which is authorized to make all determinations necessary, appropriate or advisable for such purpose. The Board of Directors of the Company (the “**Board**”) may re-vest in itself the authority to administer, interpret and construe this Policy in accordance with applicable law, and in such event references herein to the “Committee” shall be deemed to be references to the Board. Subject to any permitted review by the applicable national securities exchange or association pursuant to the Applicable Rules, all determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company and its affiliates, equity holders and employees. The Committee may delegate administrative duties with respect to this Policy to one or more directors or employees of the Company, as permitted under applicable law, including any Applicable Rules.

6. Interpretation

This Policy will be interpreted and applied in a manner that is consistent with the requirements of the Applicable Rules, and to the extent this Policy is inconsistent with such Applicable Rules, it shall be deemed amended to the minimum extent necessary to ensure compliance therewith.

7. No Indemnification; No Liability

The Company shall not indemnify or insure any person against the loss of any Erroneously Awarded Compensation pursuant to this Policy, nor shall the Company directly or indirectly pay or reimburse any person for any premiums for third-party insurance policies that such person may elect to purchase to fund such person’s potential obligations under this Policy. None of the Company, an affiliate of the Company nor any member of the Committee or the Board shall have any liability to any person as a result of actions taken under this Policy.

8. Application; Enforceability

Except as otherwise determined by the Committee or the Board, the adoption of this Policy does not limit, and is intended to apply in addition to, any other clawback, recoupment, forfeiture or similar policies or provisions of the Company or its affiliates, including any such policies or provisions of such effect contained in any employment agreement, bonus plan, incentive plan, equity-based plan or award agreement thereunder or similar plan, program or agreement of the Company or an affiliate or required under applicable law (the “**Other Recovery Arrangements**”). The remedy specified in this Policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company or an affiliate of the Company.

9. Severability

The provisions in this Policy are intended to be applied to the fullest extent of the law; provided, however, to the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

10. **Amendment and Termination**

The Board or the Committee may amend, modify or terminate this Policy in whole or in part at any time and from time to time in its sole discretion. This Policy will terminate automatically when the Company does not have a class of securities listed on a national securities exchange or association.

11. **Definitions**

"Applicable Rules" means Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, the listing rules of the national securities exchange or association on which the Company's securities are listed, and any applicable rules, standards or other guidance adopted by the Securities and Exchange Commission or any national securities exchange or association on which the Company's securities are listed.

"Committee" means the Human Capital Management Committee of the Board, or in the event a committee of the Board performing functions typical of a compensation committee does not exist, a majority of the independent directors serving on the Board.

"Erroneously Awarded Compensation" means the amount of Incentive-Based Compensation received by a current or former Officer that exceeds the amount of Incentive-Based Compensation that would have been received by such current or former Officer based on a restated Financial Reporting Measure, as determined on a pre-tax basis in accordance with the Applicable Rules.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Financial Reporting Measure" means any measure determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures derived wholly or in part from such measures, including GAAP, IFRS and non-GAAP/IFRS financial measures, as well as stock or share price and total equity holder return.

"GAAP" means United States generally accepted accounting principles.

"IFRS" means international financial reporting standards as adopted by the International Accounting Standards Board.

"Impracticable" means (a) the direct costs paid to third parties to assist in enforcing recovery would exceed the Erroneously Awarded Compensation; provided that the Company (i) has made reasonable attempts to recover the Erroneously Awarded Compensation, (ii) documented such attempt(s), and (iii) provided such documentation to the relevant listing exchange or association, (b) to the extent permitted by the Applicable Rules, the recovery would violate the Company's home country laws pursuant to an opinion of home country counsel; provided that the Company has (i) obtained an opinion of home country counsel, acceptable to the relevant listing exchange or association, that recovery would result in such violation, and (ii) provided such opinion to the relevant listing exchange or association, or (c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and the regulations thereunder.

“Incentive-Based Compensation” means, with respect to a Restatement, any compensation that is granted, earned, or vested based wholly or in part upon the attainment of one or more Financial Reporting Measures and received by a person: (a) after beginning service as an Officer; (b) who served as an Officer at any time during the performance period for that compensation; (c) while the issuer has a class of its securities listed on a national securities exchange or association; and (d) during the applicable Three-Year Period.

“Officer” means each person who serves as an executive officer of the Company, as defined in Rule 10D-1(d) under the Exchange Act.

“Restatement” means an accounting restatement to correct the Company’s material noncompliance with any financial reporting requirement under securities laws, including restatements that correct an error in previously issued financial statements (a) that is material to the previously issued financial statements or (b) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

“Three-Year Period” means, with respect to a Restatement, the three completed fiscal years immediately preceding the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare such Restatement, or, if earlier, the date on which a court, regulator or other legally authorized body directs the Company to prepare such Restatement. The “Three-Year Period” also includes any transition period (that results from a change in the Company’s fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence. However, a transition period between the last day of the Company’s previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months shall be deemed a completed fiscal year.