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# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

## FORM 10-Q

**(Mark One)**

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

**For the quarterly period ended June 30, 2026**

**OR**

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

**For the transition period from to**
**Commission File Number: 001-41740**

# Apogee Therapeutics, Inc.

**(Exact name of registrant as specified in its charter)**

| Delaware | 93-4958665 |
|---|---|
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer Identification Number) |

**1 Letterman Drive, Building B, Suite B6-800**
**San Francisco, CA 94129**
**(650) 394-5230**

**(Address including zip code, and telephone number including area code, of registrant's principal executive offices)**

**Former name, former address and former fiscal year, if changed since last report:**

**221 Crescent St., Bldg 17, Suite 102b**
**Waltham, Massachusetts 02453**

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Common Stock, par value $0.00001 per share | APGE | The Nasdaq Global Market |

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

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

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

| | | | |
|---|---|---|---|
| Large accelerated filer | ☒ | Accelerated filer | ☐ |
| Non-accelerated filer | ☐ | Smaller reporting company | ☐ |
| | | Emerging growth company | ☐ |

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

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

As of August 3, 2026, the registrant had 75,687,735 shares of common stock, $0.00001 par value per share, outstanding, comprising 62,201,093 shares of voting common stock, $0.00001 par value per share, and 13,486,642 shares of non-voting common stock, $0.00001 par value per share.

**APOGEE THERAPEUTICS, INC.**
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## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this "Quarterly Report") contains "forward-looking statements" within the meaning of the federal securities laws, which statements are subject to substantial risks and uncertainties and are based on current expectations, estimates, forecasts and assumptions. All statements other than statements of historical fact included in this Quarterly Report, including statements concerning our plans, objectives, goals, strategies, future events, future revenues or performance, capital requirements or financing needs, capital expenditures, commitments, preclinical studies, clinical trials, plans or intentions relating to product candidates, expected markets and business trends, and other statements, including without limitation, those discussed under the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations", are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "might," "will," "would," "shall," "objective," "intend," "target," "should," "could," "can," "expect," "anticipate," "believe," "design," "estimate," "forecast," "predict," "potential," "plan," "seek," or "continue" or the negative of these terms and similar expressions intended to identify forward-looking statements. Forward-looking statements reflect our current views with respect to future events. Given the significant risks and uncertainties, you should not place undue reliance on these forward-looking statements.

There are a number of risks, uncertainties and other factors that could cause our actual results to differ materially from the forward-looking statements expressed or implied in this Quarterly Report. Such risks, uncertainties and other factors include, among others, the following:

- the occurrence of any event, change or other circumstance that could give rise to the termination of the Agreement and Plan of Merger (the "Merger Agreement") that we entered into on June 18, 2026 with Andor LLC ("Parent"), a wholly owned subsidiary of AbbVie Inc. ("AbbVie"), Andor Merger Co., a wholly owned subsidiary of Parent ("Merger Sub"), and solely, for the limited purposes set forth therein, AbbVie, pursuant to which, among other things, Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving as a wholly owned subsidiary of Parent;
- the failure to satisfy required closing conditions under the Merger Agreement, including, but not limited to, approval of the Merger and adoption of the Merger Agreement by our stockholders and the receipt of required regulatory approvals, or the failure to complete the Merger in a timely manner;
- disruption of management's attention from our ongoing business operations due to the pendency of the Merger;
- the effect of the announcement of the Merger on our operating results and business generally, including, but not limited to, our ability to retain and hire key personnel and maintain our relationships with business partners, manufacturers, customers, vendors, regulatory authorities and others with whom we do business;
- the impact of the pending Merger on our strategic plans and operations and our ability to respond effectively to competitive pressures, industry developments and future opportunities;
- our plans to develop and commercialize our programs for the treatment of atopic dermatitis, asthma, eosinophilic esophagitis, chronic obstructive pulmonary disease, and related inflammatory and immunology indications with high unmet need;
- our ability to obtain funding for our operations, including funding necessary to complete the development and potential commercialization of our programs;
- the timing and focus of our ongoing and future preclinical studies and clinical trials and the reporting of data from those studies and trials;
- the beneficial characteristics, safety, efficacy and therapeutic effects of our programs;
- our plans relating to the further development of our programs, including additional indications we may pursue;
- the size of the market opportunity for our programs, including our estimates of the number of patients who suffer from the diseases we are targeting;
- our continued reliance on third parties to conduct additional preclinical studies and clinical trials of our programs and for the manufacture of our product candidates for preclinical studies and clinical trials;
- the success, cost and timing of our preclinical and clinical development activities and planned clinical trials;

- the continuation of our existing collaborations and licensing and other arrangements and entry into new collaborations and licensing and other arrangements that may be necessary or desirable to develop, manufacture or commercialize our product candidates;
- the timing of and our ability to obtain and maintain regulatory approvals for our programs, as well as potential future programs;
- the rate and degree of market acceptance of our programs;
- the success of competing treatments that are or may become available;
- notwithstanding the effect of the announcement of the Merger, our general ability to attract and retain key management and technical personnel;
- our expectations regarding our ability to obtain, maintain and enforce intellectual property protection for our programs;
- our financial performance;
- global macroeconomic conditions;
- the period over which we estimate our existing cash and cash equivalents, marketable securities and long-term marketable securities will be sufficient to fund our future operating expenses and capital expenditure requirements; and
- our anticipated use of our existing resources.

These and other risks and uncertainties and other factors, including those discussed under the section titled "Risk Factors" of this Quarterly Report, may cause our actual results and outcomes, or timing of our results or outcomes, to differ materially and adversely from the forward-looking statements expressed or implied in this Quarterly Report, including factors disclosed in the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." You should evaluate all forward-looking statements made in this Quarterly Report in the context of these risks and uncertainties.

We caution you that the risks, uncertainties and other factors referred to above and elsewhere in this Quarterly Report may not contain all of the risks, uncertainties and other factors that may affect us, our future results or our operations and do not assume the consummation of the pending Merger, unless specifically stated otherwise. Moreover, new risks may emerge from time to time. It is not possible for us to predict all risks. In addition, we cannot assure you that we will realize the results, benefits or developments that we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our business in the way expected.

All forward-looking statements in this Quarterly Report apply only as of the date made and are expressly qualified in their entirety by this and other cautionary statements included in this Quarterly Report. Except as required by law, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, subsequent events, changes in assumptions or circumstances or otherwise.

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

The Apogee name and logo are our registered trademarks. This Quarterly Report contains references to our trademarks and to trademarks and service marks belonging to other entities. Solely for convenience, trademarks, service marks and trade names referred to in this Quarterly Report, including logos, artwork and other visual displays, may appear without the ®, SM, or ™ symbols, but such references are not intended to indicate in any way that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other entities' trade names, trademarks or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other entity.

## PART I – FINANCIAL INFORMATION

## APOGEE THERAPEUTICS, INC.

### CONDENSED CONSOLIDATED BALANCE SHEETS
### (UNAUDITED)
(In thousands, except share data)

| | JUNE 30, 2026 | DECEMBER 31, 2025 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 105,571 | $ 131,549 |
| Marketable securities | 866,355 | 598,643 |
| Prepaid expenses and other current assets | 19,807 | 11,166 |
| Total current assets | 991,733 | 741,358 |
| Long-term marketable securities | 321,943 | 172,730 |
| Property and equipment, net | 4,822 | 5,688 |
| Right-of-use asset, net | 6,708 | 8,687 |
| Other non-current assets | 10,607 | 8,671 |
| Total assets | $ 1,335,813 | $ 937,134 |
| **Liabilities and stockholders' equity** | | |
| Current liabilities: | | |
| Accounts payable | $ 3,080 | $ 1,221 |
| Lease liability | 2,365 | 3,504 |
| Accrued expenses and other current liabilities | 32,065 | 23,181 |
| Total current liabilities | 37,510 | 27,906 |
| Long-term liabilities: | | |
| Lease liability, net of current | 4,468 | 5,345 |
| Revenue share liability | 99,231 | — |
| Total liabilities | 141,209 | 33,251 |
| Commitments and contingencies (Note 9) | | |
| Stockholders' equity: | | |
| Common Stock; $0.00001 par value, 400,000,000 authorized, 75,611,894 issued and 75,339,499 outstanding as of June 30, 2026; 400,000,000 authorized, 69,038,943 issued and 68,401,349 outstanding as of December 31, 2025 | 1 | 1 |
| Additional paid-in capital | 1,918,830 | 1,464,561 |
| Accumulated other comprehensive (loss) income | (2,503) | 1,080 |
| Accumulated deficit | (721,724) | (561,759) |
| Total stockholders' equity | 1,194,604 | 903,883 |
| Total liabilities and stockholders' equity | $ 1,335,813 | $ 937,134 |

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

**APOGEE THERAPEUTICS, INC.**

**CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS**
**(UNAUDITED)**
(In thousands, except share and per share data)

| | THREE MONTHS ENDED JUNE 30, | | SIX MONTHS ENDED JUNE 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| Operating expenses: | | | | |
| Research and development [(1)] | $ 67,301 | $ 55,703 | $ 128,120 | $ 102,090 |
| General and administrative | 24,342 | 17,462 | 46,295 | 34,171 |
| Merger transaction costs | 4,361 | — | 4,361 | — |
| Total operating expenses | 96,004 | 73,165 | 178,776 | 136,261 |
| Loss from operations | (96,004) | (73,165) | (178,776) | (136,261) |
| Other income, net: | | | | |
| Interest income, net | 11,808 | 7,141 | 20,548 | 14,981 |
| Interest expense | (1,580) | — | (1,580) | — |
| Total other income, net | 10,228 | 7,141 | 18,968 | 14,981 |
| Net loss before taxes | (85,776) | (66,024) | (159,808) | (121,280) |
| Provision for income taxes | (78) | (72) | (157) | (155) |
| Net loss after taxes | $ (85,854) | $ (66,096) | $ (159,965) | $ (121,435) |
| Net loss per share, basic and diluted | $ (1.14) | $ (1.13) | $ (2.20) | $ (2.08) |
| Weighted-average common shares outstanding, basic and diluted | 75,443,496 | 58,428,344 | 72,571,921 | 58,312,452 |

(1) Includes related party amounts of $215 and $855 for the three and six months ended June 30, 2026, respectively, and $98 and $130 for the three and six months ended June 30, 2025, respectively.

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

**APOGEE THERAPEUTICS, INC.**

**CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE LOSS**
**(UNAUDITED)**
(In thousands)

| | THREE MONTHS ENDED JUNE 30, | | SIX MONTHS ENDED JUNE 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| Net loss | $ (85,854) | $ (66,096) | $ (159,965) | $ (121,435) |
| Unrealized loss on marketable securities, net of tax | (1,754) | (389) | (3,583) | (230) |
| Comprehensive loss | $ (87,608) | $ (66,485) | $ (163,548) | $ (121,665) |

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

**APOGEE THERAPEUTICS, INC.**

**CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY**
**(UNAUDITED)**
(In thousands, except share data)

| | COMMON STOCK | | ADDITIONAL PAID-IN CAPITAL | ACCUMULATED DEFICIT | ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) | TOTAL STOCKHOLDERS' EQUITY |
|---|---|---|---|---|---|---|
| | SHARES | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT |
| **Balance at December 31, 2025** | 68,401,349 | $ 1 | $ 1,464,561 | $ (561,759) | $ 1,080 | $ 903,883 |
| Common stock issued, net of issuance costs of $25,059 | 5,750,000 | — | 377,441 | — | — | 377,441 |
| Common stock issued, net of issuance costs of $769, under at the market equity offering program ("ATM Facility") | 369,220 | — | 28,934 | — | — | 28,934 |
| Vesting of restricted stock | 222,013 | — | — | — | — | — |
| Issuance of common stock upon exercise of stock options | 139,814 | — | 4,320 | — | — | 4,320 |
| Equity-based compensation expense | — | — | 17,155 | — | — | 17,155 |
| Unrealized loss on marketable securities, net of tax | — | — | — | — | (1,829) | (1,829) |
| Net loss | — | — | — | (74,111) | — | (74,111) |
| **Balance at March 31, 2026** | 74,882,396 | $ 1 | $ 1,892,411 | $ (635,870) | $ (749) | $ 1,255,793 |
| Vesting of restricted stock | 197,304 | — | — | — | — | — |
| Issuance of common stock upon exercise of stock options | 240,850 | — | 8,536 | — | — | 8,536 |
| Issuance of common stock under employee stock purchase plan | 18,949 | — | 1,220 | — | — | 1,220 |
| Equity-based compensation expense | — | — | 16,663 | — | — | 16,663 |
| Unrealized loss on marketable securities, net of tax | — | — | — | — | (1,754) | (1,754) |
| Net loss | — | — | — | (85,854) | — | (85,854) |
| **Balance at June 30, 2026** | 75,339,499 | $ 1 | $ 1,918,830 | $ (721,724) | $ (2,503) | $ 1,194,604 |

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

**APOGEE THERAPEUTICS, INC.**

**CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY**
**(UNAUDITED)**
(In thousands, except share data)

| | COMMON STOCK | | ADDITIONAL PAID-IN CAPITAL | ACCUMULATED DEFICIT | ACCUMULATED OTHER COMPREHENSIVE INCOME | TOTAL STOCKHOLDERS' EQUITY |
|---|---|---|---|---|---|---|
| | SHARES | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT |
| **Balance at December 31, 2024** | 58,062,898 | $ 1 | $ 1,021,794 | $ (305,916) | $ 915 | $ 716,794 |
| Vesting of restricted stock | 213,104 | — | — | — | — | — |
| Issuance of common stock upon exercise of stock options | 28,799 | — | 622 | — | — | 622 |
| Equity-based compensation expense | — | — | 11,126 | — | — | 11,126 |
| Unrealized gain on marketable securities, net of tax | — | — | — | — | 159 | 159 |
| Net loss | — | — | — | (55,339) | — | (55,339) |
| **Balance at March 31, 2025** | 58,304,801 | $ 1 | $ 1,033,542 | $ (361,255) | $ 1,074 | $ 673,362 |
| Vesting of restricted stock | 213,031 | — | — | — | — | — |
| Issuance of common stock upon exercise of stock options | 21,123 | — | 384 | — | — | 384 |
| Issuance of common stock under employee stock purchase plan | 21,570 | — | 796 | — | — | 796 |
| Equity-based compensation expense | — | — | 11,344 | — | — | 11,344 |
| Unrealized loss on marketable securities, net of tax | — | — | — | — | (389) | (389) |
| Net loss | — | — | — | (66,096) | — | (66,096) |
| **Balance at June 30, 2025** | 58,560,525 | $ 1 | $ 1,046,066 | $ (427,351) | $ 685 | $ 619,401 |

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

**APOGEE THERAPEUTICS, INC.**

**CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS**
**(UNAUDITED)**
(In thousands)

| | SIX MONTHS ENDED JUNE 30, | |
|---|---|---|
| | 2026 | 2025 |
| **Cash flows from operating activities:** | | |
| Net loss | $ (159,965) | $ (121,435) |
| Adjustments to reconcile net loss to net cash provided by (used in) operating activities: | | |
| Depreciation expense | 817 | 606 |
| Equity-based compensation expense | 33,818 | 22,470 |
| Amortization of discounts on marketable securities | (3,290) | (4,139) |
| Non-cash lease expense | 1,979 | 1,778 |
| Non-cash interest expense | 1,580 | — |
| Loss on disposal of property and equipment | 43 | — |
| Changes in operating assets and liabilities: | | |
| Prepaid expenses and other current assets | (8,624) | (1,642) |
| Other non-current assets | (1,936) | (8,359) |
| Accounts payable | 1,859 | 4,607 |
| Operating lease liability | (2,016) | (1,985) |
| Accrued expenses | 8,785 | (2,407) |
| Net cash used in operating activities | (126,950) | (110,506) |
| **Cash flows from investing activities:** | | |
| Purchases of marketable securities | (735,996) | (145,580) |
| Maturities and sales of marketable securities | 318,778 | 241,772 |
| Sale (purchase) of property and equipment | 6 | (5,085) |
| Net cash (used in) provided by investing activities | (417,212) | 91,107 |
| **Cash flows from financing activities:** | | |
| Proceeds from issuance of common stock, net of issuance costs | 377,441 | — |
| Proceeds from issuance of common stock under the ATM Facility, net of issuance costs | 28,934 | — |
| Proceeds from exercise of options and employee stock purchase plan purchases | 14,059 | 1,802 |
| Proceeds from the Revenue Share Agreement (as defined below), net of debt issuance costs | 97,750 | — |
| Net cash provided by financing activities | 518,184 | 1,802 |
| Decrease in cash, cash equivalents and restricted cash | (25,978) | (17,597) |
| Cash, cash equivalents and restricted cash, beginning of period | 131,549 | 142,083 |
| Cash, cash equivalents and restricted cash, end of period | $ 105,571 | $ 124,486 |
| **Supplemental disclosures of non-cash activities:** | | |
| Operating lease right-of-use asset obtained in exchange for operating lease liability | $ — | $ 999 |
| Issuance of common stock upon exercise of stock options for which proceeds had not yet been received | $ 17 | $ — |
| Unpaid issuance costs related to the revenue share liability | $ (99) | $ — |
| **Reconciliation of cash, cash equivalents and restricted cash:** | | |
| Cash and cash equivalents | $ 105,571 | $ 124,192 |
| Restricted cash | — | 294 |
| Total | $ 105,571 | $ 124,486 |

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

**APOGEE THERAPEUTICS, INC.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**
**(UNAUDITED)**

## 1. Nature of the Business

Apogee Therapeutics, Inc., together with its consolidated subsidiary (collectively, "Apogee" or the "Company"), is a clinical stage biotechnology company advancing optimized, novel biologics with the potential for differentiated efficacy and dosing in the largest inflammatory and immunology ("I&I") markets, including for the treatment of atopic dermatitis ("AD"), asthma, eosinophilic esophagitis ("EoE"), chronic obstructive pulmonary disease ("COPD"), and other I&I indications. Apogee's antibody programs are designed to overcome limitations of existing therapies by targeting well-established mechanisms of action and incorporating advanced antibody engineering to optimize half-life and other properties.

The Company is subject to risks and uncertainties common to early stage companies in the biotechnology industry, including, but not limited to, completing preclinical studies and clinical trials, obtaining regulatory approval for its programs, market acceptance of products, development by competitors of new technological innovations, dependence on key personnel, the ability to attract and retain qualified employees, reliance on third-party organizations, protection of proprietary technology, compliance with government regulations, and the ability to raise additional capital to fund operations. The Company's programs currently under development, APG777 ("zumilokibart"), APG279 (zumilokibart + APG990), APG273 (zumilokibart + APG333), APG531 and APG808, will require significant additional research and development efforts, including extensive preclinical and clinical testing and regulatory approval prior to commercialization. These efforts require significant amounts of additional capital, adequate personnel and infrastructure, and extensive compliance reporting capabilities. Even if the Company's development efforts are successful, it is uncertain when, if ever, the Company will realize revenue from product sales. The Company has primarily funded its operations with proceeds from the sales of preferred units, common stock, and Blackstone Life Sciences ("BXLS") royalty and has not generated any revenue since inception.

As a result, the Company may need substantial additional funding to support its continued operations and growth strategy. Until such a time as the Company can generate significant revenue from product sales, if ever, the Company expects to finance its operations through the sale of equity, debt financings, royalty payments under the Revenue Share Agreement (as defined below) or other capital sources, including collaborations with other companies or other strategic transactions. The Company may be unable to raise additional funds or enter into such other agreements on favorable terms, or at all. If the Company fails to raise capital or enter into such agreements as, and when, needed, the Company may have to significantly delay, scale back or discontinue the development and commercialization of one or more of its programs.

### *Agreement and Plan of Merger*

On June 18, 2026, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Andor LLC ("Parent"), a wholly owned subsidiary of AbbVie Inc. ("AbbVie"), Andor Merger Co., a wholly owned subsidiary of Parent ("Merger Sub") and solely, for the limited purposes set forth therein, AbbVie. Subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent.

### *Company Liquidity*

The Company has evaluated whether there are conditions and events, considered in the aggregate, that raise substantial doubt about its ability to continue as a going concern within one year after the date that the accompanying consolidated financial statements are issued. The Company had an accumulated deficit of $721.7 million as of June 30, 2026. Further, the Company incurred a net loss of $160.0 million and experienced negative cash flows from operations of $127.0 million for the six months ended June 30, 2026. Based on the Company's current operating plan, it estimates that its existing cash and cash equivalents of $105.6 million, marketable securities of $866.4 million and long-term marketable securities of $321.9 million as of June 30, 2026, will be sufficient to enable the Company to fund its operating expenses and capital requirements through at least the next 12 months from the issuance of these consolidated financial statements.

The Company is subject to those risks associated with any biotechnology company that has substantial expenditures for research and development. There can be no assurance that the Company's research and development projects will be successful, that products developed will obtain necessary regulatory approval, or that any approved product will be commercially viable. In addition, the Company operates in an environment of rapid technological change and is largely dependent on the services of its employees and consultants. If

the Company fails to become profitable or is unable to sustain profitability on a continuing basis, then it may be unable to continue its operations at planned levels and be forced to reduce its operations.

This Quarterly Report contains references to the Company's programs, which are used interchangeably to refer to the Company's clinical programs within its pipeline and its products under development.

## 2. Summary of Significant Accounting Policies

There have been no material changes to the significant accounting policies as disclosed in Note 2 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

### *Basis of Presentation*

The condensed consolidated financial statements include the accounts of Apogee Therapeutics, Inc. and its wholly-owned subsidiary, Apogee Therapeutics Securities Corporation, formed as a Massachusetts security corporation in September 2024.

These condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Any reference in these notes to applicable guidance is meant to refer to the authoritative GAAP as found in the Accounting Standards Codification ("ASC") and Accounting Standards Updates ("ASU") of the Financial Accounting Standards Board ("FASB"). In the Company's management opinion, the information furnished in these unaudited condensed consolidated financial statements reflects all adjustments, all of which are of a normal and recurring nature, necessary for a fair presentation of the financial position and results of operations for the interim reported periods. The Company considers events or transactions that occur after the balance sheet date but before the financial statements are issued to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. The results of operations for interim periods are not necessarily indicative of results to be expected for the full year or any other interim period.

### *Principles of Consolidation*

The accompanying consolidated financial statements include the accounts of Apogee Therapeutics, Inc. and its wholly-owned subsidiary. All intercompany balances and transactions have been eliminated in consolidation.

### *Use of Estimates*

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Actual results could materially differ from those estimates. Management considers many factors in selecting appropriate financial accounting policies and controls, and in developing the estimates and assumptions that are used in the preparation of these financial statements. Management must apply significant judgment in this process. In addition, other factors may affect estimates, including: expected business and operational changes, sensitivity and volatility associated with the assumptions used in developing estimates, and whether historical trends are expected to be representative of future trends. The estimation process often may yield a range of potentially reasonable estimates of the ultimate future outcomes and management must select an amount that falls within that range of reasonable estimates. Significant estimates relied upon in preparing the accompanying consolidated financial statements include, among others: research and development expenses and related prepaid or accrued costs, the valuation of equity-based compensation awards and related expense, and the liability related to the sale of future royalties including the estimation of future payments and the related non-cash interest expense.

### *Segments*

The Company has one operating segment and one reporting unit. The Company's chief operating decision maker, its Chief Executive Officer, manages the Company's operations on a consolidated basis for the purposes of assessing performance and allocating resources. All of the Company's assets are located in the United States.

***Fair Value of Financial Instruments***

The Company is required to disclose information on all assets and liabilities reported at fair value that enables an assessment of the inputs used in determining the reported fair values. FASB ASC Topic 820, Fair Value Measurements and Disclosures ("ASC 820"), establishes a hierarchy of inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the inputs that market participants would use in pricing the asset or liability and are developed based on the best information available in the circumstances. The fair value hierarchy applies only to the valuation inputs used in determining the reported fair value of the investments and is not a measure of the investment credit quality. The three levels of the fair value hierarchy are described below:

**Level 1—**Valuations based on quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

**Level 2—**Valuations based on quoted prices for similar assets or liabilities in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

**Level 3—**Valuations that require inputs that reflect the Company's own assumptions that are both significant to the fair value measurement and unobservable.

To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Items measured at fair value on a recurring basis as of June 30, 2026 include cash equivalents and marketable securities (Notes 3 and 4). The carrying amounts reflected in the accompanying consolidated balance sheets for prepaid expenses and other current assets, accounts payable and accrued expenses approximate their fair values due to their short-term nature.

***Property and Equipment, net***

Property and equipment are recorded at cost. Depreciation is calculated using the straight-line method over the following estimated useful lives of the assets:

| | ESTIMATED USEFUL LIFE |
|---|---|
| Furniture and fixtures | 5 years |
| Lab equipment | 5 years |
| IT equipment | 3 years |
| Leasehold improvements | Shorter of the lease term or useful life |

Upon disposal, retirement or sale, the cost of assets disposed of and the related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations. Expenditures for repairs and maintenance that do not improve or extend the lives of the respective assets are charged to expense as incurred.

***Research and Development Expense***

Research and development costs are expensed as incurred. Research and development expenses consist of costs incurred in performing research and development activities, including salaries and bonuses, overhead costs, contract services and other related costs. The value of goods and services received from contract research organizations and contract manufacturing organizations in the reporting period are estimated based on the level of services performed, and progress in the period in cases when the Company has not received an invoice from the supplier. In circumstances where amounts have been paid in excess of costs incurred, the Company records a prepaid expense. When billing terms under these contracts do not coincide with the timing of when the work is performed, the Company is required to make estimates of outstanding obligations to those third parties as of period end. Any accrual estimates are based on a number of factors, including the Company's knowledge of the progress towards completion of the specific tasks to be performed, invoicing to date under the contracts, communication from the vendors of any actual costs incurred during the period that have not yet been invoiced and the costs included in the contracts. Significant judgments and estimates may be made in determining the accrued balances at the end of any reporting period. Actual results could differ from the estimates made by the Company.

***Income Taxes***

Income taxes are recorded in accordance with FASB ASC Topic 740, Income Taxes ("ASC 740"), which provides for deferred taxes using an asset and liability approach. 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 difference between the financial statement 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. In making such a determination, management considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. If management determines that the Company would be able to realize its deferred tax assets in the future in excess of their net recorded amount, management would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

The Company accounts for uncertain tax positions in accordance with the provisions of ASC 740. When uncertain tax positions exist, the Company recognizes the tax benefit to the extent that the position is more likely than not to be sustained on examination by the taxing authorities based on the technical merits of the position as well as consideration of the available facts and circumstances. The Company records interest and penalties related to uncertain tax positions, if applicable, as a component of income tax expense.

***Cash and Cash Equivalents***

The Company considers all highly liquid investments purchased with original final maturities of three months or less from the date of purchase to be cash equivalents. Cash and cash equivalents include cash held in banks and amounts held in interest-bearing money market funds, U.S. treasury securities, U.S. Government agency securities, and commercial paper.

***Marketable Securities***

The Company's investments are comprised of U.S. government agency securities, U.S. treasury securities, commercial paper and corporate debt securities. Investments are classified at the time of purchase, based on management's intent, as held-to-maturity, available-for-sale, or trading. All of the Company's marketable security investments are classified as available-for-sale securities and are reported at fair market value using quoted prices in active markets for similar securities. The cost of securities sold is determined on a specific identification basis, and realized gains and losses are included as a component of other income within the condensed consolidated statements of operations and comprehensive loss. Unrealized gains and losses are included within the condensed consolidated statements of comprehensive loss.

The Company assesses its available-for-sale securities under the available-for-sale security impairment model in ASU 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Statements* as of each reporting date in order to determine if a portion of any decline in fair value below carrying value is the result of a credit loss for its available-for-sale securities. The Company records credit losses for its available-for-sale securities in the condensed consolidated statements of operations and comprehensive loss as credit loss expense, which is limited to the difference between the fair value and the amortized cost of the security. To date, the Company has not recorded any credit losses on its available-for-sale securities. Declines in fair value below carrying value attributable to non-credit related factors are recorded as accumulated other comprehensive loss, which is a separate component of stockholders' equity.

The Company classifies its available-for-sale securities that mature within one year from the balance sheet date as current assets on the condensed consolidated balance sheets. Available-for-sale securities that mature more than one year from the balance sheet date are classified as non-current assets on the condensed consolidated balance sheets.

***Leases***

The Company determines the initial classification and measurement of its right-of-use assets and lease liabilities at the lease commencement date and thereafter if modified. The lease term includes any renewal options and termination options that the Company is reasonably assured to exercise. The present value of lease payments is determined by using the interest rate implicit in the lease, if that rate is readily determinable; otherwise, the Company uses its incremental borrowing rate. The incremental borrowing rate is determined by using the rate of interest that the Company would pay to borrow on a collateralized basis an amount equal to the lease payments for a similar term and in a similar economic environment.

Fixed lease expense for operating leases is recognized on a straight-line basis, unless the right-of-use assets have been impaired, over the reasonably assured lease term based on the total lease payments and is included in operating expenses in the statements of operations and comprehensive loss.

***Pre-funded Warrants***

The Company evaluates pre-funded warrants under FASB ASC Topic 480, Distinguishing Liabilities from Equity and FASB ASC Topic 815, Derivatives and Hedging ("ASC 815") to determine whether the warrants should be classified as liabilities or equity. Pre-funded warrants are classified as stockholders' equity when they are (i) indexed to the Company's own stock and (ii) meet all equity-classification conditions in ASC 815-40. Proceeds received upon issuance of pre-funded warrants are recorded to additional paid-in capital. Upon exercise, the Company records proceeds to common stock and additional paid-in capital. Because the exercise price is nominal, equity-classified pre-funded warrants are included in basic and diluted weighted-average shares outstanding beginning on the issuance date but are not reflected as legally outstanding shares until exercised.

***Revenue Share Liability***

The Company accounts for its revenue participation right purchase and sale agreement (the "Revenue Share Agreement"), dated May 26, 2026, with Annapurna Aggregator L.P., an affiliate of funds managed by Blackstone Life Sciences ("BXLS"), as a debt financing in accordance with FASB ASC Topic 470, Debt. Accordingly, the proceeds received are presented as a revenue share liability and are subsequently measured using the effective interest method over the estimated term of the arrangement.

Non-cash interest expense related to the Revenue Share Agreement is recognized as a component of interest expense in the condensed consolidated statements of operations. The carrying amount of the liability increases each period by the interest expense recognized and decreases when revenue share payments are remitted to BXLS.

The liability related to the Revenue Share Agreement and the related interest expense are based on the amount and timing of funding received by the Company under the Revenue Share Agreement, as well as the Company's current estimates of future royalty payments expected under the agreement. The estimated effective interest rate reflects management's assumptions regarding the amount and timing of future revenue share payments over the expected term of the arrangement, including estimates of regulatory approval timing, commercial launch timing, projected net product sales, market penetration, and other factors affecting future royalties.

These estimates require significant judgment and are reassessed at each reporting date. Changes in estimated future revenue share payments are accounted for prospectively through a recalculation of the effective interest rate and the related amortization of the liability.

***Equity-Based Compensation***

The Company issues equity-based awards to employees, managers, executives, non-employees and service providers in the form of restricted common stock, restricted stock units, and stock options. The Company accounts for equity-based compensation awards in accordance with FASB ASC Topic 718, Compensation-Stock Compensation.

The fair value of the Company's common stock underlying its equity awards is based on the quoted market price of the Company's common stock on the grant date. The Company estimates the fair value of its stock options using the Black-Scholes option pricing model, which uses as inputs the fair value of the Company's common stock, and certain management estimates, including the expected stock price volatility, the expected term of the award, the risk-free rate, and expected dividends. Expected volatility is estimated using a combination of the Company's historical stock price volatility and historical volatility data from a representative group of comparable publicly traded companies. The Company computes historical volatility using daily closing prices over a period that approximates the expected term of the equity-based awards. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant commensurate with the expected term assumption. The Company uses the simplified method, under which the expected term is presumed to be the midpoint between the vesting date and the end of the contractual term. The Company utilizes this method due to lack of historical exercise data. The expected dividend yield is assumed to be zero as the Company has no current plans to pay any dividends on common stock. The fair value of the restricted stock units are based on the Company's stock price on the date of the grant.

The Company generally issues equity awards that are subject to either service-based vesting conditions and in limited instances, service-based and performance-based vesting conditions. Compensation expense for awards issued to grantees with service-based vesting conditions are recognized on a straight-line basis based on the grant date fair value over the associated requisite service period of the award, which is generally the vesting term. Compensation expense for awards to grantees with service-based and performance-based vesting conditions are recognized based on the grant-date fair value over the requisite service period using the accelerated attribution method to the extent achievement of the performance condition is probable. As of each reporting date, the Company estimates the probability that specified performance criteria will be met and does not recognize compensation expense until it is probable that the performance-based vesting condition will be achieved.

The Company evaluates whether an equity award should be classified and accounted for as a liability award or equity award for all equity-based compensation awards granted. As of June 30, 2026, all of the Company's equity-based awards were equity classified. Forfeitures are recognized as they occur. The Company classifies equity-based compensation expense in the accompanying consolidated statements of operations and comprehensive loss in the same manner in which the award recipient's salary and related costs are classified or in which the award recipient's service payments are classified, as applicable.

***Concentrations of Credit Risk and Significant Suppliers***

Financial instruments that potentially expose the Company to credit risk primarily consist of cash, cash equivalents and marketable securities. The Company's investment portfolio is comprised of money market funds, debt securities issued by U.S. government and corporate debt securities. The Company maintains its deposits with accredited financial institutions and, consequently, the Company does not believe it is subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships. Bank accounts in the United States are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000. As of June 30, 2026 and December 31, 2025, predominantly all of the Company's primary operating accounts significantly exceeded the FDIC limits.

The Company is dependent on third-party organizations to research, develop, manufacture and process its product candidates for its development programs. In particular, the Company currently relies on a limited number of third-party manufacturers for preclinical, clinical, and future commercial manufacturing activities. The Company expects to continue to be dependent on a small number of manufacturers to supply it with its requirements for all products. The Company's research and development programs could be adversely affected by a significant interruption in the supply of the necessary materials.

***Off-Balance Sheet Arrangements***

As of June 30, 2026 and December 31, 2025, the Company had no off-balance sheet risks such as foreign exchange contracts, option contracts or other foreign hedging arrangements.

***Comprehensive Loss***

Comprehensive loss includes net loss as well as other changes in stockholders' equity that result from transactions and events other than those with stockholders. The Company's unrealized gains and losses on marketable securities represent the only component of other comprehensive loss that are excluded from the reported net loss and that are presented in the condensed consolidated statements of comprehensive loss.

***Net Loss Per Share***

The Company has two classes of common stock outstanding comprised of voting and non-voting shares. The rights of the holders of voting and non-voting shares are identical, except with respect to voting and conversion. Each share of non-voting stock may be converted into one share of voting stock at any time at the option of the stockholder, subject to certain beneficial ownership limitations. Net loss per share for each class of common stock issued is the same as they are entitled to the same liquidation and dividend rights.

The Company calculates basic net loss per common share by dividing net loss by the weighted-average number of common shares outstanding for the period, which includes pre-funded warrants to purchase common stock. The Company has generated a net loss in the periods presented so the basic and diluted net loss per share are the same as the inclusion of the potentially dilutive securities would be anti-dilutive.

***Recently Issued Accounting Pronouncements***

In November 2024, the FASB issued *ASU 2024-03, Disaggregation of Income Statement Expenses*, which requires additional disclosures related to specified income statement expense categories on an annual and interim basis. The guidance is effective for annual periods beginning after December 15, 2026, and interim periods beginning after December 15, 2027, with early adoption permitted. The guidance may be applied prospectively or retrospectively. The Company is currently evaluating the impact of this guidance on its disclosures.

In September 2025, the FASB issued ASC Update No. 2025-07, *Derivatives and Hedging and Revenue from Contracts with Customers,* which reduces cost, complexity and diversity in evaluating whether contracts with features based on the operations or activities specific to one of the parties to the contract meet the definition of a derivative ("ASU Update No. 2025-07"). The updated guidance is effective for fiscal years beginning after December 15, 2026, with early adoption permitted. The Company elected to early adopt ASU Update No. 2025-07 on a prospective basis effective April 1, 2026. The adoption did not have a material impact on the Company's condensed consolidated financial statements.

In December 2025, the FASB issued ASU No. 2025-11, Interim Reporting (Topic 270): Narrow-Scope Improvements, which clarifies the scope of existing interim reporting requirements, consolidates interim disclosure requirements into a single comprehensive list within Topic 270, and introduces a new disclosure principle requiring entities to disclose material events or changes that have occurred since the end of the most recent annual reporting period. The guidance is effective for interim reporting periods within annual periods beginning after December 15, 2027, with early adoption permitted. The guidance may be applied prospectively or retrospectively. The Company has not yet adopted ASU 2025-11 and is currently evaluating the impact of this guidance on its disclosures.

## 3. Marketable Securities

The following is a summary of the Company's investing portfolio (in thousands):

| | AS OF JUNE 30, 2026 | | | |
|---|---|---|---|---|
| | COST | UNREALIZED GAINS | UNREALIZED LOSSES | FAIR VALUE |
| **Marketable securities:** | | | | |
| Maturities within one year: | | | | |
| U.S. treasury securities | $ 397,839 | $ 50 | $ (633) | $ 397,256 |
| Debt securities issued by U.S. government agencies | 66,501 | 5 | (57) | 66,449 |
| Commercial paper | 106,327 | — | (106) | 106,221 |
| Corporate debt securities | 296,899 | 7 | (477) | 296,429 |
| Total maturities within one year | 867,566 | 62 | (1,273) | 866,355 |
| Maturities between one and two years: | | | | |
| U.S. treasury securities | $ 239,720 | $ — | $ (1,126) | $ 238,594 |
| Debt securities issued by U.S. government agencies | 4,589 | — | (35) | 4,554 |
| Corporate debt securities | 78,926 | 11 | (142) | 78,795 |
| Total maturities between one and two years | 323,235 | 11 | (1,303) | 321,943 |
| Total marketable securities | $ 1,190,801 | $ 73 | $ (2,576) | $ 1,188,298 |

| | AS OF DECEMBER 31, 2025 | | | |
|---|---|---|---|---|
| | COST | UNREALIZED GAINS | UNREALIZED LOSSES | FAIR VALUE |
| **Marketable securities:** | | | | |
| Maturities within one year: | | | | |
| U.S. treasury securities | $ 221,182 | $ 430 | $ — | $ 221,612 |
| Debt securities issued by U.S. government agencies | 127,796 | 324 | — | 128,120 |
| Commercial paper | 69,534 | 22 | — | 69,556 |
| Corporate debt securities | 179,230 | 136 | (11) | 179,355 |
| Total maturities within one year | 597,742 | 912 | (11) | 598,643 |
| Maturities between one and two years: | | | | |
| U.S. treasury securities | $ 128,396 | $ 149 | $ — | $ 128,545 |
| Debt securities issued by U.S. government agencies | 14,580 | 16 | — | 14,596 |
| Corporate debt securities | 29,583 | 16 | (10) | 29,589 |
| Total maturities between one and two years | 172,559 | 181 | (10) | 172,730 |
| Total marketable securities | $ 770,301 | $ 1,093 | $ (21) | $ 771,373 |

As of June 30, 2026, the Company had 326 securities with a total fair market value of $1.0 billion in an unrealized loss position. The Company does not intend to sell its investments before recovery of the amortized cost basis of its debt securities at maturity and no allowance for credit losses was recorded as of June 30, 2026 and December 31, 2025. Securities are evaluated at the end of each reporting period. The Company did not record any impairment related to its marketable securities during the six months ended June 30, 2026 and 2025.

## 4. Fair Value Measurements

The following table presents information about the Company's financial assets and liabilities measured at fair value on a recurring basis and indicates the level of fair value hierarchy utilized to determine such values (in thousands):

| | AS OF JUNE 30, 2026 | | | |
|---|---|---|---|---|
| | LEVEL 1 | LEVEL 2 | LEVEL 3 | TOTAL |
| **Cash equivalents:** | | | | |
| Money market funds | $ 95,898 | $ — | $ — | $ 95,898 |
| U.S. treasury securities | — | — | — | — |
| **Marketable securities:** | | | | |
| U.S. treasury securities | 635,850 | — | — | 635,850 |
| Debt securities issued by U.S. government agencies | — | 71,003 | — | 71,003 |
| Commercial paper | — | 106,221 | — | 106,221 |
| Corporate debt securities | — | 375,224 | — | 375,224 |
| Total | $ 731,748 | $ 552,448 | $ — | $ 1,284,196 |

| | AS OF DECEMBER 31, 2025 | | | |
|---|---|---|---|---|
| | LEVEL 1 | LEVEL 2 | LEVEL 3 | TOTAL |
| **Cash equivalents:** | | | | |
| Money market funds | $ 86,669 | $ — | $ — | $ 86,669 |
| U.S. treasury securities | 5,903 | — | — | 5,903 |
| Commercial paper | — | 26,428 | — | 26,428 |
| **Marketable securities:** | | | | |
| U.S. treasury securities | 350,157 | — | — | 350,157 |
| Debt securities issued by U.S. government agencies | — | 142,716 | — | 142,716 |
| Commercial paper | — | 69,556 | — | 69,556 |
| Corporate debt securities | — | 208,944 | — | 208,944 |
| Total | $ 442,729 | $ 447,644 | $ — | $ 890,373 |

## 5. Prepaids and Other Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

| | JUNE 30, 2026 | DECEMBER 31, 2025 |
|---|---|---|
| Prepaid manufacturing | $ 3,149 | $ 1,090 |
| Prepaid clinical | 1,823 | 637 |
| Prepaid other | 3,806 | 2,873 |
| Interest receivable | 9,586 | 5,961 |
| Other current assets | 1,443 | 605 |
| Total | $ 19,807 | $ 11,166 |

As of June 30, 2026 and December 31, 2025, the Company had $10.4 million and $8.5 million, respectively, in long-term prepayments, made in conjunction with the Company's research and development activities, classified within other non-current assets.

## 6. Property and Equipment, net

Property and Equipment, net consisted of the following (in thousands):

| | JUNE 30, 2026 | DECEMBER 31, 2025 |
|---|---|---|
| Leasehold improvements | $ 3,075 | $ 3,075 |
| Furniture and fixtures | 1,760 | 1,760 |
| Lab equipment | 1,374 | 1,469 |
| IT equipment | 992 | 992 |
| Less: Accumulated depreciation | (2,379) | (1,608) |
| Total | $ 4,822 | $ 5,688 |

The Company recognized $0.4 million and $0.8 million of depreciation expense for the three and six months ended June 30, 2026, respectively, and $0.4 million and $0.6 million of depreciation expense for the three and six months ended June 30, 2025, respectively.

## 7. Accrued Expenses

Accrued expenses consisted of the following (in thousands):

| | JUNE 30, 2026 | DECEMBER 31, 2025 |
|---|---|---|
| Accrued clinical expenses | $ 4,341 | $ 9,178 |
| Accrued manufacturing expenses | 8,317 | 5,889 |
| Accrued external research and development expenses | 1,555 | 3,231 |
| Accrued employee compensation | 11,938 | 3,658 |
| Accrued other | 5,914 | 1,225 |
| Total | $ 32,065 | $ 23,181 |

## 8. Other Significant Agreements

### Paragon Option and License Agreements

For the three and six months ended June 30, 2026, the Company recognized $0.2 million and $0.9 million, respectively, of research and development expense in connection with services provided by Paragon Therapeutics, Inc. ("Paragon") under the Option Agreements and License Agreements (each as defined below). For the three and six months ended June 30, 2025, the Company recognized $0.1 million of research and development expense in connection with services provided by Paragon under the Option and License Agreements.

#### *Option Agreements*

In February 2022, the Company entered into an antibody discovery and option agreement with Paragon, which was subsequently amended in November 2022 (as amended, the "2022 Option Agreement"). Under the terms of the 2022 Option Agreement, Paragon identifies, evaluates and develops antibodies directed against certain mutually agreed therapeutic targets of interest to the Company. The 2022 Option Agreement initially included two selected targets, IL-13 and IL-4Rα, and was subsequently amended in November 2022 to include an additional selected target, OX40L. Under the 2022 Option Agreement, the Company has the exclusive option to, on a research program-by-research program basis, be granted an exclusive, worldwide license to all of Paragon's right, title and interest in and to the intellectual property resulting from the applicable research program to develop, manufacture and commercialize the antibodies and products directed to the selected targets (each, an "Option"). From time to time, the Company can choose to add additional targets to the collaboration by mutual agreement with Paragon.

Pursuant to the terms of the 2022 Option Agreement, the parties initiated certain research programs that generally focused on a particular target (each, a "Research Program"). Each Research Program is aimed at discovering, generating, identifying and/or characterizing antibodies directed to the respective target. For each Research Program, the parties established a research plan that sets forth the activities that will be conducted, and the associated research budget (each, a "Research Plan"). Upon execution of the 2022 Option Agreement, the Company agreed with Paragon on an initial Research Plan that outlined the services that will be performed commencing at inception of the arrangement related to IL-13 and IL-4Rα. The Research Plan for OX40L was agreed to prior to December 31, 2022. The Company's exclusive option with respect to any future Research Program is exercisable at the Company's sole discretion at any time during the period beginning on the initiation of activities under the associated Research Program and ending a specified number of days following the delivery of the data package from Paragon related to the results of the Research Plan activities (the "Option Period"). There is no payment due upon exercise of an Option pursuant to the 2022 Option Agreement.

In consideration for the exclusive options granted under the 2022 Option Agreement, the Company paid an upfront cash amount of $1.3 million and issued 1,250,000 common units to Paragon. Paragon was also entitled to up to an additional 3,750,000 of common units in exchange for the rights granted under the 2022 Option Agreement, which were issued in connection with the closings of the additional tranches of the Series A preferred unit financing. Under the 2022 Option Agreement, on a Research Program-by-Research Program basis following the finalization of the Research Plan for each respective Research Program, the Company is required to pay Paragon a nonrefundable fee in cash of $0.5 million. The Company is also obligated to compensate Paragon on a quarterly basis for its services performed under each Research Program based on the actual costs incurred.

In November 2023, the Company entered into an additional antibody discovery and option agreement with Paragon (the "2023 Option Agreement"). Under the terms of the 2023 Option Agreement, Paragon identifies, evaluates and develops antibodies directed against certain mutually agreed therapeutic targets of interest to the Company. The 2023 Option Agreement initially includes one target, TSLP. Under the 2023 Option Agreement, the Company has the exclusive option to, on a research program-by-research program basis, be granted an exclusive, worldwide license to all of Paragon's right, title and interest in and to the intellectual property resulting from the applicable research program to develop, manufacture and commercialize the antibodies and products directed to the selected targets. From time to time, the Company can choose to add additional targets to the collaboration by mutual agreement with Paragon.

Pursuant to the terms of the 2023 Option Agreement, the parties may initiate Research Programs. Each Research Program will be aimed at discovering, generating, identifying and/or characterizing antibodies directed to the respective target. For each Research Program, the parties must establish a Research Plan. In January 2024, the Company and Paragon agreed on an initial Research Plan that outlined the services that will be performed commencing at inception of the arrangement related to TSLP. The Company's exclusive option with respect to each Research Program is exercisable at the Company's sole discretion at any time during the period beginning on the initiation of activities under the associated Research Program and ending a specified number of days following the delivery of

the data package from Paragon related to the results of the Research Plan activities. There is no payment due upon exercise of an Option pursuant to the 2023 Option Agreement.

Under the 2023 Option Agreement, on a Research Program-by-Research Program basis following the finalization of the Research Plan for each respective Research Program, the Company is required to pay Paragon a nonrefundable fee in cash of $2.0 million. The Company is also obligated to compensate Paragon on a quarterly basis for its services performed under each Research Program based on the actual costs incurred. The Company expenses the service fees as the associated costs are incurred when the underlying services are rendered. In January 2024, the Company finalized the Research Plan with Paragon related to the TSLP target. As such, the Company made a one-time non-refundable payment of $2.0 million to Paragon in the first quarter of 2024.

In June 2026, the Company entered into an additional antibody discovery agreement with Paragon (“the “2026 Option Agreement”) and together with the 2022 Option Agreement and 2023 Option Agreement, collectively, the “Option Agreements”. Under the terms of the 2026 Option Agreement, Paragon generates and characterizes monospecific antibody candidates directed to interleukin 31 receptor (IL-31R). The associated activities may be supplemented or amended from time to time upon the mutual written agreement of the parties, which could include optional CMC activities. Under the 2026 Option Agreement, the Company compensates Paragon for the activities that it performs, including reimbursement of qualifying amounts Paragon paid to unaffiliated contract research organizations, and a monthly research fee, subject to adjustment as provided in the 2026 Option Agreement. If Paragon agrees to perform CMC Activities, then the Company will owe Paragon additional associated fees ranging from $1.3 million to $2.0 million, depending on the scope and type of activities.

Unless terminated earlier, the 2022 Option Agreement and the 2023 Option Agreement shall continue in force on a Research Program-by-Research Program basis until the earlier of: (i) the end of the Option Period for such Research Program, as applicable, if such Option is not exercised by the Company; and (ii) the effective date of the license agreement for such Research Program if the Company exercises its Option with respect to such Research Program, while the 2026 Option Agreement continued in force until completion of the Research Program thereunder which Research Program was completed as of the entry into the 2026 Option Agreement (the “Term”). Upon the expiration of the Term for all then-existing Research Programs, the applicable Option Agreement, will automatically expire in its entirety. The Company may terminate each Option Agreement or any Research Program at any time for any or no reason upon 30 days’ prior written notice to Paragon, provided that the Company must pay certain unpaid fees due to Paragon upon such termination, as well as any non-cancelable obligations reasonably incurred by Paragon in connection with its activities under any terminated Research Program. Each party has the right to terminate either Option Agreement or any Research Program upon (i) 30 days’ prior written notice of the other party’s material breach that remains uncured for the 30-day period and (ii) the other party’s bankruptcy.

***License Agreements***

In November 2022, the Company exercised its option available under the 2022 Option Agreement with respect to the IL-13 Research Program. Upon such exercise, the parties entered into an associated license agreement (the “IL-13 License Agreement”). In April 2023, the Company exercised its option available under the 2022 Option Agreement with respect to the IL- 4Rα Research Program and the OX40L Research Program. Upon such exercise, the parties entered into associated license agreements (the “IL-4Rα License Agreement” and the “OX40L License Agreement,” respectively). In August 2024, the Company exercised its option available under the 2023 Option Agreement with respect to the TSLP Research Program and entered into the associated license agreement (the “TSLP License Agreement” and collectively with the IL-13 License Agreement, the IL-4Rα License Agreement and the OX40L License Agreement, the “License Agreements”). In June 2026, contemporaneously with the execution of the 2026 Discovery Agreement, the Company entered into a license agreement with Paragon with respect to the IL-31R target (the “IL-31R License Agreement” and collectively with the IL-13 License Agreement, the IL-4Rα License Agreement, the OX40L License Agreement and the TSLP License agreement, the “License Agreements”). Under the terms of the License Agreements, Paragon granted to the Company an exclusive, worldwide, royalty-bearing, sublicensable right and license with respect to certain information, patent rights and sequence information related to antibodies directed at the respective target to use, make, sell, import, export and otherwise exploit the antibodies directed at the respective target. Pursuant to the License Agreements, the Company granted to Paragon a similar license (except that such license the Company granted to Paragon is non-exclusive) to the respective licenses with respect to multispecific antibodies that are directed at the respective targets and one or more other antibodies. The Company was also granted a right of first negotiation with Paragon concerning the development, license and grant of rights to certain multispecific antibodies associated with each respective license. The Company is solely responsible for the continued development, manufacture and commercialization of products at its own cost and expense for each licensed target.

Under the IL-13 License Agreement, the IL-4Rα License Agreement and the OX40L License Agreement, the Company is obligated to pay Paragon up to $3.0 million upon the achievement of specific development and clinical milestones for the first product under each of the License Agreements that achieves such specified milestones, including a payment of $1.0 million upon the nomination

of a development candidate and $2.0 million upon the first dosing of a human patient in a Phase 1 trial. Under the TSLP License Agreement, the Company is obligated to pay Paragon up to $28.0 million upon the achievement of specific development and clinical milestones for the first product, including a payment of $3.0 million upon the nomination of a development candidate and $5.0 million upon the first dosing of a human patient in a Phase 1 trial. Under the IL-31R License Agreement, the Company is obligated to pay Paragon up to $23.25 million upon the achievement of specific development, clinical and regulatory milestones for the first product that achieves such specified milestones, including a payment of $5.25 million upon the first dosing of a human patient in a Phase I trial.

Upon execution of the IL-13 License Agreement, the Company paid Paragon a $1.0 million fee for the nomination of a development candidate. In August 2023, the Company announced the dosing of its first participant in the Phase 1 trial of zumilokibart and made a milestone payment of $2.0 million in the fourth quarter of 2023. In November 2023, the Company finalized the nomination of a development candidate under the IL-4Rα License Agreement and made a milestone payment of $1.0 million to Paragon in the fourth quarter of 2023. In March 2024, the Company announced the dosing of its first participant in a Phase 1 trial of APG808 and made a milestone payment of $2.0 million to Paragon in the first quarter of 2024. In May 2024, the Company finalized the nomination of a development candidate under the OX40L License Agreement and made a milestone payment of $1.0 million to Paragon in the second quarter of 2024. In August 2024, the Company announced the dosing of its first participant in the Phase 1 trial of APG990 and made a milestone payment of $2.0 million to Paragon in the third quarter of 2024. In October 2024, the Company finalized the nomination of a development candidate under the TSLP License Agreement and made a milestone payment of $3.0 million to Paragon in the fourth quarter of 2024. In December 2024, the Company announced the dosing of its first participant in the Phase 1 trial of APG333 and made a milestone payment of $5.0 million in the fourth quarter of 2024.

The Company is also obligated to pay royalties to Paragon equal to a low-single digit percentage of net sales of any products under each of the respective License Agreements and Paragon has a similar obligation to pay royalties to the Company with respect to each of the multispecific licenses. Royalties are due on a product-by-product and country-by-country basis beginning upon the first commercial sale of each product and ending on the later of (i) 12 years after the first commercial sale of such product in such country and (ii) expiration of the last valid claim of a patent covering such product in such country (the "Royalty Term").

Unless earlier terminated, the License Agreements remain in effect until the expiration of the last-to-expire Royalty Term for any and all products associated with the respective license. The Company may terminate the agreement in its entirety or on a country-by-country or product-by-product at any time for any or no reason upon 60 days' advance written notice to Paragon, and either party may terminate for (i) the other party's material breach that remains uncured for 90 days (or 30 days with respect to any failure to make payments) following notice of such breach and (ii) the other party's bankruptcy. Upon any termination prior to the expiration of a License Agreement, all licenses and rights granted pursuant to such License Agreement will automatically terminate and revert to the granting party and all other rights and obligations of the parties will terminate.

**Biologics Master Services Agreement — WuXi Biologics (Hong Kong) Limited**

In June 2022, Paragon and WuXi Biologics (Hong Kong) Limited ("WuXi Biologics") entered into a biologics master services agreement (the "WuXi Biologics MSA"), which was subsequently novated to the Company by Paragon in the second quarter of 2023. The WuXi Biologics MSA governs all development activities and GMP manufacturing and testing for zumilokibart, APG990, APG333 and APG808, as well as potential future product candidates, on a work order basis. Under the WuXi Biologics MSA, the Company is obligated to pay WuXi Biologics a service fee and all non-cancelable obligations in the amount specified in each work order associated with the agreement for the provision of services.

The WuXi Biologics MSA terminates on the later of (i) June 20, 2027 or (ii) the completion of services under all work orders executed by the parties prior to June 20, 2027, unless terminated earlier. The term of each work order terminates upon completion of the services under such work order, unless terminated earlier. The Company can terminate the WuXi Biologics MSA or any work order at any time upon 30 days' prior written notice and immediately upon written notice if WuXi Biologics fails to obtain or maintain required material governmental licenses or approvals. Either party may terminate a work order (i) at any time upon six months' prior notice with reasonable cause, provided however that if WuXi Biologics terminates a work order in such manner, no termination or cancellation fees shall be paid by the Company and (ii) immediately for cause upon (a) the other party's material breach that remains uncured for 30 days after notice of such breach, (b) the other party's bankruptcy or (c) a force majeure event that prevents performance for a period of at least 90 days.

For the three and six months ended June 30, 2026, the Company recognized $3.7 million and $8.9 million, respectively, of research and development expense in connection with the WuXi Biologics MSA. For the three and six months ended June 30, 2025, the Company recognized $3.3 million and $4.5 million, respectively, of research and development expense in connection with the WuXi Biologics MSA.

**Cell Line License Agreement — WuXi Biologics (Hong Kong) Limited**

In June 2022, Paragon and WuXi Biologics entered into a cell line license agreement (the "Cell Line License Agreement"), which was subsequently novated to the Company by Paragon in the second quarter of 2023. Under the Cell Line License Agreement, the Company received a non-exclusive, worldwide, sublicensable license to certain of WuXi Biologics' know-how, cell line, biological materials (the "WuXi Biologics Licensed Technology") and media and feeds to make, have made, use, sell and import certain therapeutic products produced through the use of the cell line licensed by WuXi Biologics under the Cell Line License Agreement (the "WuXi Biologics Licensed Products"). Specifically, the WuXi Biologics Licensed Technology is used to manufacture zumilokibart, APG990, APG333 and APG808.

In consideration for the license, the Company has paid WuXi Biologics a non-refundable license fee of $150,000. Additionally, if the Company manufactures all of its commercial supplies of bulk drug product with a manufacturer other than WuXi Biologics or its affiliates, the Company is required to make royalty payments to WuXi Biologics in an amount equal to a fraction of a single digit percentage of global net sales of WuXi Biologics Licensed Products manufactured by a third-party manufacturer (the "Royalty"). If the Company manufactures part of its commercial supplies of the WuXi Biologics Licensed Products with WuXi Biologics or its affiliates, then the Royalty will be reduced accordingly on a pro rata basis.

The Cell Line License Agreement will continue indefinitely unless terminated (i) by the Company upon six months' prior written notice and the payment of all undisputed amounts due to WuXi Biologics through the effective date of termination, (ii) by WuXi Biologics for a material breach by the Company that remains uncured for 60 days after written notice, (iii) by WuXi Biologics if the Company fails to make a payment and such failure continues for 30 days after receiving notice of such failure, or (iv) by either party upon the other party's bankruptcy.

**Master Services Agreement and Project Specific Agreements — Samsung Biologics Limited**

In March 2025, the Company entered into a Master Services Agreement (the "Samsung Biologics MSA"), made effective as of February 28, 2025, with Samsung Biologics Co., Ltd. ("Samsung Biologics"), pursuant to which Samsung Biologics will manufacture and supply the Company with zumilokibart drug substance (the "Samsung Biologics Product") for clinical development and commercial sale, if approved. The Company is obligated to pay Samsung Biologics service fees for each manufactured batch, as well as the costs of materials purchased by Samsung Biologics and expenses including testing and storage, which such costs and fees will be specified in Project Specific Agreements (each a "PSA").

Also in March 2025, the Company entered into a PSA (the "Initial PSA") with Samsung Biologics, made effective as of February 28, 2025, pursuant to which Samsung Biologics will produce clinical batches of the Samsung Biologics Product at its facility in Incheon, South Korea, perform process characterization and validation, and manufacture process performance qualification lots of the Samsung Biologics Product. Under the Initial PSA, the Company must purchase certain minimum quantities of the Samsung Biologics Product and has agreed to pay Samsung Biologics as determined pursuant to the terms of the Initial PSA.

The Samsung Biologics MSA will terminate in February 2035, or, if a PSA is still in effect, when such PSA terminates, and may be extended upon mutual agreement of the parties. The Initial PSA will terminate in December 2034. Either the Company or Samsung Biologics may terminate the Samsung Biologics MSA or the Initial PSA in the event of an uncured material breach by, insolvency of or inability to perform due to a force majeure event by the other party. In the event all applicable PSAs have been terminated, Samsung Biologics has agreed to provide assistance with certain technology transfer matters, subject to exceptions. If the Company terminates the Samsung Biologics MSA or Initial PSA without cause, the Company will generally be responsible for paying the purchase price for the Company's aggregate product commitment for the remainder of the term, less any amounts the Company has already paid.

In February 2026, the Company entered into a separate PSA with Samsung that would provide for the commercial manufacture of zumilokibart drug substance should the program eventually receive regulatory approval. If specific circumstances render Apogee unable to proceed with commercial distribution, the PSA provides for Samsung to receive compensation, including for contractually obligated expenses, and an exit fee in the high single-digit millions.

For the three and six months ended June 30, 2026, the Company recognized $0.5 million and $0.9 million, respectively, of research and development expense in connection with the Samsung Biologics MSA. For the three and six months ended June 30, 2025, the Company recognized $5.7 million and $7.4 million, respectively, of research and development expense in connection with the Samsung Biologics MSA.

## 9. Commitments and Contingencies

### *Other Contracts*

Currently, all of the Company's preclinical, clinical and commercial drug manufacturing, storage, distribution or quality testing are outsourced to third-party manufacturers. As development programs progress and new process efficiencies are built, the Company expects to continually evaluate this strategy with the objective of satisfying demand for registration trials and, if approved, the manufacture, sale and distribution of commercial products. Under such agreements, the Company is contractually obligated to make certain payments to vendors upon early termination, including to reimburse them for their unrecoverable outlays incurred prior to cancellation as well as any amounts owed by the Company prior to early termination. The actual amounts the Company could pay in the future to the vendors under such agreements may differ from the purchase order amounts due to cancellation provisions.

### *Indemnification Agreements*

The Company enters into standard indemnification agreements and/or indemnification sections in other agreements in the ordinary course of business. Pursuant to the agreements, the Company indemnifies, holds harmless, and agrees to reimburse the indemnified party for losses suffered or incurred by the indemnified party, generally the Company's business partners. The term of these indemnification agreements is generally perpetual any time after execution of the agreement. There is no limit to the maximum potential amount of future payments the Company could be required to make under these indemnification agreements. As of June 30, 2026, the Company has not incurred costs to defend lawsuits or settle claims related to these indemnification agreements. The Company was not aware of any claims under these indemnification arrangements as of June 30, 2026 and December 31, 2025.

### *Legal Proceedings*

The Company is not currently party to any material legal proceedings. At each reporting date, the Company evaluates whether or not a potential loss amount or a potential range of loss is probable and reasonably estimable under the provisions of FASB ASC Topic 450, Contingencies ("ASC 450"). The Company expenses as incurred the costs related to its legal proceedings.

## 10. Revenue Share Liability

In May 2026, the Company entered into the Revenue Share Agreement with BXLS. Pursuant to the Revenue Share Agreement, in exchange for an upfront payment of $100.0 million (the "Tranche 1 Funding"), BXLS purchased from the Company the right to receive tiered revenue share payments ("Revenue Share Payments") with respect to annual worldwide net product sales ("Net Sales") of zumilokibart. In addition, under the Revenue Share Agreement:

i. BXLS will purchase additional Revenue Share Payments from the Company in exchange for a payment of $100.0 million (the "Tranche 2 Funding"), upon the occurrence of full enrollment of patients in both of the Company's planned registrational monotherapy Phase 3 clinical trials of zumilokibart in patients with AD, coded by the Company as APG777-301 and APG777-302 (the "Zumilokibart Phase 3 Clinical Trials");

ii. BXLS will purchase additional Revenue Share Payments from the Company in exchange for a payment of $200.0 million (the "Tranche 3 Funding"), upon the occurrence of positive data readouts from the Zumilokibart Phase 3 Clinical Trials meeting the success criteria set forth in the Revenue Share Agreement; and

iii. BXLS will purchase additional Revenue Share Payments from the Company in exchange for a payment (the "Tranche 4 Funding") of, at the Company's election, between $250.0 million and up to $400.0 million ("Tranche 4 Maximum Purchase Price"), upon zumilokibart's receipt of marketing approval from the U.S. Food and Drug Administration (the "FDA") for the treatment of AD on or prior to December 31, 2030 (the "Tranche 4 Trigger").

The Revenue Share Payments are based on tiered percentage rates of aggregate annual Net Sales of zumilokibart ("Annual Aggregate Product Net Sales"). Under the Revenue Share Agreement, the revenue percentage payable to BXLS is the sum of (a) the base revenue percentage (the "Base Revenue Percentage") and (b) the tranche 4 revenue percentage (the "Tranche 4 Revenue Percentage" and, together with the Base Revenue Percentage, the "Revenue Percentages"), which applies only from and after the Tranche 4 Funding.

The table below summarizes the Revenue Percentages payable to BXLS, based on the tiers of Annual Aggregate Product Net Sales. The Base Revenue Percentage shown reflects the rate applicable after receipt of the Tranche 1 Funding; this rate would double upon receipt of the Tranche 2 Funding, and double again upon receipt of the Tranche 3 Funding. The Tranche 4 Revenue Percentage is subject to proportional adjustment if the Tranche 4 Funding is less than the Tranche 4 Maximum Purchase Price:

| Annual Aggregate Product Net Sales | Base Revenue Percentage | Tranche 4 Revenue Percentage | Maximum Revenue Percentage |
|---|---|---|---|
| Up to and including $5 billion (“Tier 1”) | 0.9375% | 2.50% | 3.4375% |
| In excess of $5 billion but less than or equal to $8 billion | 0.25% | 0.00% | 0.25% |

The Tranche 4 Revenue Percentage is subject to a cap of $1.0 billion in aggregate Tranche 4-related Revenue Share Payments to BXLS, after which the Tranche 4 Revenue Percentage for Tier 1 decreases to 0.00%.

The Revenue Share Payments will be payable during a term commencing on the date of the first commercial sale of zumilokibart and ending on the fifteenth (15th) anniversary of the date of receipt of marketing approval for zumilokibart.

If the Company consummates a change of control with a third party, the Company will be required to pay a certain specified amount to BXLS and would also receive credits against future Revenue Share Payments otherwise payable to BXLS following the consummation of the change of control.

In the alternative, at any time following execution of a definitive agreement for a change of control, the Company (or the surviving entity) may elect, in lieu of the required payment described above, to pay BXLS a specified amount calculated under the Revenue Share Agreement to buy down a portion of future Revenue Share Payments (each, a "Buy-Back Option"). If the Company exercises a Buy-Back Option, the Revenue Percentage will be adjusted downward in accordance with the Revenue Share Agreement, and if the Buy-Back Option is exercised prior to the Tranche 4 Trigger, BXLS will no longer be obligated to pay the Tranche 4 Funding, and in such case the Tranche 4 Revenue Percentages across all tiers will be 0.00%.

The Company has accounted for the Revenue Share Agreement as a debt financing arrangement in accordance with FASB ASC Topic 470, Debt, because the Company retains significant continuing involvement in generating the underlying revenue on which the Revenue Share Payments are calculated. Funds received under the Revenue Share Agreement are recorded, net of issuance costs, within non-current liabilities and are disclosed as the revenue share liability on the condensed consolidated balance sheet. The revenue share liability and related interest expense are calculated based on the amount of funding received, as well as the Company's estimates of the timing and amount of future Revenue Share Payments expected over the estimated term of the agreement, and are amortized using the effective interest method.

Upon receipt, Tranche 1 Funding was recorded as a liability and debt issuance costs of $2.3 million were recorded as a direct deduction from the carrying amount of the liability. As of June 30, 2026, the effective interest rate was approximately 16.4%. For the three and six months ended June 30, 2026, the Company recognized $1.6 million in interest expense.

The Company's estimates of future Revenue Share Payments involve significant judgment and are based on a number of assumptions, including expected regulatory and commercial launch timelines, projected net product sales and probability of success over the term of the Revenue Share Agreement. Changes in these assumptions could have a material impact on the effective interest rate.

As described in Note 1, the Company has entered into a Merger Agreement with AbbVie and, accordingly, the option to make the Buy-Back Payment described above is currently available to the Company. If the Merger closes, the Buy-Back Option is not exercised within the required timeframe, and no additional tranches have been funded after the Tranche 1 Funding, the Company will be required to pay $100.0 million to BXLS and would also receive credits against future Revenue Share Payments. As of June 30, 2026, the Company classified the revenue share liability as long-term because the Merger had not yet closed.

The following table provides the revenue share liability activity from agreement execution to June 30, 2026:

| | Amount |
|---|---|
| Tranche 1 Funding | $ 100,000 |
| Issuance costs | (2,349) |
| Non-cash interest expense | 1,580 |
| Revenue share liability balance as of June 30, 2026 | $ 99,231 |

## 11. Stockholders' Equity

### *Common Stock*

In July 2023, the Company completed its initial public offering ("IPO"), selling an aggregate of 20,297,500 shares of common stock. Net proceeds were $315.4 million, after deducting underwriting discounts and commissions and other offering expenses. All outstanding preferred units were exchanged into 24,987,750 shares of common stock in connection with the IPO. Following the IPO, the Company is authorized to issue up to 400,000,000 shares of common stock, par value $0.00001.

In March 2024, the Company issued and sold an aggregate of 7,790,321 shares of its common stock in an underwritten public offering. Net proceeds were $450.0 million, after deducting underwriting discounts and commissions and other offering expenses.

In August 2024, the Company entered into an Open Market Sale Agreement (the "Sale Agreement") with Jefferies LLC (the "Sales Agent"), pursuant to which the Company may offer and sell shares of common stock up to a maximum aggregate offering price of $300.0 million through an at-the-market offering program. In December 2024, the Company sold 926,049 shares of common stock under the ATM Facility for gross proceeds of $44.9 million, less commissions and other offering expenses of $1.4 million. During the year ended December 31, 2025, the Company sold 1,175,701 shares of common stock under the ATM Facility for gross proceeds of $67.6 million, less commissions and other offering expenses of $2.0 million. During the six months ended June 30, 2026, the Company sold 369,220 shares of common stock under the ATM Facility for gross proceeds of $29.7 million, less commissions and other offering expenses of $0.8 million. As of June 30, 2026, $157.8 million remained available for sale under the Sale Agreement.

In October 2025, the Company issued and sold an aggregate of 8,048,782 shares of its common stock and in lieu of common stock to certain investors, pre-funded warrants to purchase up to 365,853 shares of common stock in an underwritten public offering. Net proceeds were $324.1 million, after deducting underwriting discounts and commissions and other offering expenses.

In March 2026, the Company issued and sold an aggregate of 5,750,000 shares of its common stock in an underwritten public offering. Net proceeds were $377.4 million, after deducting underwriting discounts and commissions and other offering expenses.

As of June 30, 2026, 75,611,894 and 75,339,499 shares of common stock were issued and outstanding, respectively. The 75,611,894 shares of common stock issued are comprised of 61,852,857 shares of voting common stock, 13,486,642 shares of non-voting common stock and 272,395 shares of unvested restricted common stock.

As of December 31, 2025, 69,038,943 and 68,401,349 shares of common stock were issued and outstanding, respectively. The 69,038,943 shares of common stock issued are comprised of 54,914,707 shares of voting common stock, 13,486,642 shares of non-voting common stock and 637,594 shares of unvested restricted common stock.

Shares underlying pre-funded warrants are excluded from shares of common stock issued and outstanding for all periods presented.

### *Warrants*

In October 2025, the Company issued pre-funded warrants to purchase up to 365,853 shares of common stock at an exercise price of $0.00001 per share. The pre-funded warrants were exercisable immediately and are not subject to expiration. As of June 30, 2026, none of the pre-funded warrants have been exercised.

## 12. Equity-Based Compensation

***Restricted Common Stock***

The following table provides a summary of the unvested restricted common stock award activity during the six months ended June 30, 2026:

| | NUMBER OF SHARES | WEIGHTED-AVERAGE GRANT DATE FAIR VALUE PER SHARE |
|---|---|---|
| Unvested restricted common stock as of December 31, 2025 | 637,594 | $ 5.69 |
| Vested | (362,995) | 5.04 |
| Forfeited | (2,204) | 7.62 |
| Unvested restricted common stock as of June 30, 2026 | 272,395 | $ 6.54 |

The fair value of restricted common stock awards vested during the three and six months ended June 30, 2026 was $0.9 million and $1.8 million, respectively.

***Stock Options and Restricted Stock Units***

In July 2023, in connection with the IPO, the Company's Board of Directors (the "Board") and stockholders approved the 2023 Equity Incentive Plan (the "2023 Plan"), which became effective on July 13, 2023. The 2023 Plan provides for the grant of incentive stock options, non-qualified stock options, stock appreciation rights, awards of restricted stock, restricted stock units and other stock-based awards. As of June 30, 2026, 7,788,719 shares of common stock were available for future grant under the 2023 Plan. The number of shares available for grant and issuance under the 2023 Plan is automatically increased on January 1 of each year by a number of shares equal to up to 5% of the outstanding shares of common stock on such date.

The Company uses the Black-Scholes option pricing model to estimate the fair value of stock options granted with the following assumptions:

| | THREE MONTHS ENDED JUNE 30, 2026 | SIX MONTHS ENDED JUNE 30, 2026 |
|---|---|---|
| Risk-free interest rate | 4.1% - 4.3% | 3.6% - 4.3% |
| Expected dividend yield | 0.0% | 0.0% |
| Expected term (in years) | 5.5 - 6.25 | 5.5 - 6.25 |
| Expected volatility | 73.1% - 75.0% | 73.1% - 75.2% |

The following table provides a summary of stock option activity during the six months ended June 30, 2026:

| | OPTIONS | WEIGHTED-AVERAGE EXERCISE PRICE | WEIGHTED-AVERAGE REMAINING CONTRACTUAL TERM (IN YEARS) | AGGREGATE INTRINSIC VALUE (IN THOUSANDS) |
|---|---|---|---|---|
| Outstanding as of December 31, 2025 | 5,610,444 | $ 36.95 | 8.56 | $ 216,170 |
| Granted | 1,558,954 | 76.62 | — | — |
| Exercised | (380,664) | 33.77 | — | — |
| Forfeited | (163,263) | 44.35 | — | — |
| Outstanding as of June 30, 2026 | 6,625,471 | $ 46.29 | 8.42 | $ 572,738 |
| Exercisable as of June 30, 2026 | 2,486,113 | $ 36.03 | 7.99 | $ 240,395 |

The total intrinsic value of options exercised during the three and six months ended June 30, 2026 was $16.5 million and $22.9 million, respectively.

The following table provides a summary of the unvested restricted stock unit activity under the 2023 Plan during the six months ended June 30, 2026:

| | NUMBER OF SHARES | WEIGHTED-AVERAGE GRANT DATE FAIR VALUE PER SHARE |
|---|---|---|
| Unvested restricted stock units as of December 31, 2025 | 177,615 | $ 39.36 |
| Granted | 213,851 | 76.98 |
| Vested | (56,322) | 52.16 |
| Forfeited | (13,645) | 59.25 |
| Unvested restricted stock units as of June 30, 2026 | 321,499 | $ 61.30 |

The fair value of restricted stock units vested during the three and six months ended June 30, 2026 was $1.5 million and $2.9 million, respectively.

***2023 Employee Stock Purchase Plan***

In July 2023, the Board adopted and the Company's stockholders approved the 2023 Employee Stock Purchase Plan (the "ESPP"), which became effective on July 13, 2023. The ESPP provides that eligible employees may contribute up to 15% of their eligible earnings toward the semi-annual purchase of the Company's common stock, subject to any plan limitations. The purchase period under the ESPP has a duration of six months, and the purchase price with respect to each purchase period is equal to 85% of the lesser of (i) the fair market value of the Company's common stock at the commencement of the applicable six-month purchase period or (ii) the fair market value of the Company's common stock on the exercise date. As of June 30, 2026, 88,354 shares have been issued under the ESPP and 2,138,677 shares remain available for issuance.

The following table presents the classification of equity-based compensation expense related to equity awards granted to employees, executives, and service providers (in thousands):

| | THREE MONTHS ENDED JUNE 30, | | SIX MONTHS ENDED JUNE 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| Research and development expense | $ 9,129 | $ 5,538 | $ 17,656 | $ 10,910 |
| General and administrative expense | 7,534 | 5,806 | 16,162 | 11,560 |
| Total | $ 16,663 | $ 11,344 | $ 33,818 | $ 22,470 |

As of June 30, 2026, the total unrecognized compensation expense related to the Company's stock options, unvested restricted stock and ESPP was $168.3 million, which the Company expects to recognize over a weighted-average period of approximately 2.5 years.

## 13. Related Parties

The Company considers Paragon to be a related party because Fairmount Funds Management LLC, which beneficially owns more than 5% of Paragon, beneficially owns more than 5% of the Company's capital stock and, as of the date of this Quarterly Report, has one seat on the Board. Under the Option Agreements and the License Agreements, Paragon, received upfront consideration in the form of common units, is entitled to receive milestone and royalty payments upon specific conditions and receives payments from the Company for providing ongoing services under the agreements (see Note 8). As of June 30, 2026 and December 31, 2025, $0.2 million and $2.1 million were due to Paragon, respectively. For the three and six months ended June 30, 2026, the Company incurred research and development expenses of $0.2 million and $0.9 million with Paragon, respectively. For the three and six months ended June 30, 2025, the Company incurred $0.1 million research and development expenses with Paragon.

## 14. Net Loss Per Share

Basic and diluted net loss per share attributable to common stockholders was calculated as follows (in thousands, except share and per share data):

| | THREE MONTHS ENDED JUNE 30, | | SIX MONTHS ENDED JUNE 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| Numerator: | | | | |
| Net loss | $ (85,854) | $ (66,096) | $ (159,965) | $ (121,435) |
| Net loss attributable to common stockholders, basic and diluted | $ (85,854) | $ (66,096) | $ (159,965) | $ (121,435) |
| Denominator: | | | | |
| Weighted average shares of common stock outstanding, basic and diluted | 75,443,496 | 58,428,344 | 72,571,921 | 58,312,452 |
| Net loss per share attributable to common stockholders, basic and diluted | $ (1.14) | $ (1.13) | $ (2.20) | $ (2.08) |

The following potential common shares, presented based on amounts outstanding at period end, were excluded from the calculation of diluted net loss per share attributable to common stockholders for the period indicated because including them would have been anti-dilutive:

| | THREE MONTHS ENDED JUNE 30, | | SIX MONTHS ENDED JUNE 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| Stock options | 6,625,471 | 5,714,687 | 6,625,471 | 5,714,687 |
| Unvested restricted common stock | 272,395 | 1,026,905 | 272,395 | 1,026,905 |
| Unvested restricted stock units | 321,499 | 224,443 | 321,499 | 224,443 |
| Total | 7,219,365 | 6,966,035 | 7,219,365 | 6,966,035 |

## 15. Operating Leases

In November 2023, the Company entered into a lease agreement for lab space. In June 2024, the agreement was amended to expand the space and extend the lease term through November 2026, with the option to extend for one year. In January 2025, the agreement was amended to further expand the space. As of June 30, 2026, the remaining lease term was 0.4 years and the weighted average incremental borrowing rate used to determine the operating lease liability was 9.1%.

In September 2024, the Company entered into a lease agreement for office space. The lease term is five years with two one-year options to extend. As of June 30, 2026, the remaining lease term was 3.3 years and the incremental borrowing rate used to determine the operating lease liability was 6.0%.

As of June 30, 2026, total current and non-current operating lease liabilities were $2.4 million and $4.5 million, respectively. The Company incurred lease expense of $1.1 million and $2.2 million for the three and six months ended June 30, 2026, respectively. The Company incurred lease expense of $1.1 million and $2.2 million for the three and six months ended June 30, 2025, respectively.

## 16. Segment Information

The Company has one operating segment and one reporting unit. The Company's chief operating decision maker ("CODM"), its Chief Executive Officer, manages the Company's operations on a consolidated basis for the purposes of assessing performance and allocating resources. All of the Company's assets are located in the United States.

The following table summarizes the Company's segment information for the periods presented (in thousands):

| | THREE MONTHS ENDED JUNE 30, | | SIX MONTHS ENDED JUNE 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| Operating expenses[1]: | | | | |
| Research and development personnel-related (excluding equity-based compensation) | $ 20,278 | $ 16,105 | $ 38,820 | $ 31,401 |
| External research and development costs - zumilokibart | 25,664 | 22,052 | 45,206 | 36,623 |
| External research and development costs - APG990 / APG279 | 3,310 | 3,975 | 8,754 | 7,188 |
| External research and development costs - APG333 / APG273 | 397 | 1,185 | 651 | 3,619 |
| External research and development costs - APG531 | 1,142 | — | 2,920 | — |
| External-discovery related costs and other [2] | 7,303 | 6,774 | 13,958 | 12,211 |
| General and administrative personnel-related (excluding equity-based compensation) | 8,349 | 6,395 | 16,334 | 12,102 |
| General and administrative operations[3] | 8,128 | 4,936 | 13,137 | 10,041 |
| Merger transaction costs | 4,361 | — | 4,361 | — |
| Equity-based compensation | 16,663 | 11,344 | 33,818 | 22,470 |
| Depreciation expense | 409 | 399 | 817 | 606 |
| Interest income, net | (11,808) | (7,141) | (20,548) | (14,981) |
| Interest expense | 1,580 | — | 1,580 | — |
| Provision for income taxes | 78 | 72 | 157 | 155 |
| Consolidated net loss | $ 85,854 | $ 66,096 | $ 159,965 | $ 121,435 |

(1) The significant expense categories and amounts align with the segment-level information that is regularly provided to the CODM.

(2) External-discovery related costs and other include expenses related to APG808.

(3) General and administrative operations are comprised of finance, investor relations, business development, human resources, legal, facilities & IT, and certain overhead expenses.

**17. Subsequent Events**

The Company evaluated subsequent events through the date on which these financial statements were issued to ensure that these condensed consolidated financial statements include appropriate disclosure of events both recognized in the financial statements as of June 30, 2026 and events which occurred subsequently but not recognized in the financial statements. No subsequent events have occurred that require disclosure.

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

*You should read the following discussion of our financial condition and results of operations in conjunction with the condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report, as well as our audited consolidated financial statements and the related notes included in our Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC"). The following discussion contains forward-looking statements regarding the proposed Merger, including the timing, completion and anticipated benefits of the Merger and the satisfaction of the conditions to closing, and forward looking statements that reflect our current plans, forecasts, estimates and beliefs and involve risks and uncertainties. Our historical results are not necessarily indicative of the results that may be expected for any period in the future. Our actual results, outcomes and the timing of events could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Quarterly Report, particularly in the section titled "Special Note Regarding Forward Looking Statements" and "Risk Factors." We urge you to consider these factors carefully in evaluating the forward-looking statements contained in this Quarterly Report. Forward-looking statements are not historical facts, reflect our current views with respect to future events, and apply only as of the date made. We do not intend, and undertake no obligation, to update these forward-looking statements, except as required by law. Unless the context requires otherwise, references to "we," "us," "our," "Apogee" or "the Company" refer to Apogee Therapeutics, Inc. and its subsidiaries.*

This Quarterly Report contains references to our programs, which are used interchangeably to refer to our clinical programs within our pipeline and our products under development.

### Overview

We are a clinical stage biotechnology company advancing optimized, novel biologics with the potential for differentiated efficacy and dosing in the largest inflammatory and immunology ("I&I") markets, including for the treatment of atopic dermatitis ("AD"), asthma, eosinophilic esophagitis ("EoE"), chronic obstructive pulmonary disease ("COPD"), and other I&I indications. Our antibody programs are designed to overcome limitations of existing therapies by targeting well-established mechanisms of action and incorporating advanced antibody engineering to optimize half-life and other properties.

Our pipeline comprises multiple antibody programs being developed initially for the treatment of I&I indications as monotherapies and combinations, including zumilokibart (APG777), APG279 (zumilokibart + APG990), APG273 (zumilokibart + APG333), APG531 and APG808 (each a "program" or "product candidate"). With five validated targets in our portfolio, we are seeking to achieve best-in-class efficacy and dosing through monotherapies and combinations of our novel antibodies. Based on a broad pipeline and depth of expertise, we believe we can deliver value and meaningful benefit to patients underserved by today's standard of care. We believe each of our product candidates has potential for broad application across multiple I&I indications.

#### ***Zumilokibart – anti-IL13 antibody***

Zumilokibart is a subcutaneous ("SQ") extended half-life monoclonal antibody ("mAb") targeting IL-13.

*Phase 1 Trial in Healthy Volunteers*

In August 2023, we initiated a Phase 1 trial of zumilokibart in healthy volunteers. The zumilokibart Phase 1 trial was a double-blind, placebo-controlled study in healthy volunteers and consisted of a single-ascending dose ("SAD") component and a multiple ascending dose component. Eight healthy volunteers, six treated with zumilokibart and two treated with placebo, were enrolled in each cohort, and we enrolled a total of 40 healthy adult subjects in the trial.

In March 2024, we announced positive interim safety and pharmacokinetic ("PK") data from this trial with zumilokibart demonstrating a potential best-in-class PK profile, including a half-life of 77 days, supporting the potential for every three- to six- month maintenance dosing in AD. Single doses of zumilokibart demonstrated a deep and sustained effect on pharmacodynamic ("PD") markers out to approximately 12 months. Zumilokibart was well-tolerated across all dose groups.

*APEX Phase 2 Trial for Patients with AD*

In May 2024, we announced dosing of our first patient in the APEX Phase 2 clinical trial, which is a randomized, placebo-controlled study evaluating zumilokibart in patients with moderate-to-severe AD.

In July 2025, we announced positive 16-week data from the Part A portion of the APEX Phase 2 clinical trial. Part A of the trial enrolled 123 adult patients who were randomized 2:1 to zumilokibart versus placebo and received an induction regimen dosing of 720mg at Weeks 0 and 2, followed by 360mg at Weeks 4 and 12. The primary endpoint for the induction arm of Part A was percentage change in Eczema Area Severity Index ("EASI") score from baseline at Week 16. Secondary endpoints included EASI-75, EASI-90, Validated Investigator Global Assessment ("vIGA") 0/1 and Itch Numeric Rating Scale ("Itch NRS") at Week 16. In non-head-to-head trial comparisons, the initial 16-week findings from Part A included efficacy results, which compared favorably versus standard of care across endpoints, as well as rapid onset of itch relief and lesion reduction, and a favorable safety profile consistent with its class.

The Part A trial met its primary endpoint, with zumilokibart showing significantly greater least squares mean percent change from baseline at Week 16 with an EASI reduction of 71.0% compared to placebo of 33.8% ($p < 0.001$). Zumilokibart showed the highest absolute and placebo-adjusted EASI-75 of any biologic in a 16-week global study with 66.9% of patients treated with zumilokibart achieving EASI-75 compared to 24.6% on placebo ($p < 0.001$). Pre-specified sensitivity analysis showed consistent results in both moderate and severe patients based on baseline EASI score. The results demonstrated a vIGA 0/1 of 34.9% compared to placebo of 17.3% ($p < 0.05$) and an EASI-90 of 33.9% compared to placebo of 14.7% ($p < 0.05$). Treatment of patients with zumilokibart led to rapid and deep onset of itch relief and achieved a statistically significant reduction by Week 1, with a 50.7% reduction of Itch NRS from baseline compared to placebo of 23.2% ($p < 0.01$) at Week 16. Zumilokibart was well-tolerated, with 56.1% of zumilokibart -exposed patients experiencing treatment-emergent adverse events ("TEAEs") (vs. 63.4% in placebo). The most common TEAEs, occurring in more than 5% of patients, were non-infective conjunctivitis (14.6% vs. 2.4% in placebo), upper respiratory tract infection (8.5% vs 12.2% in placebo), nasopharyngitis (4.9% vs. 12.2% in placebo), and pain in extremity (0.0% vs. 7.3% in placebo) with the latter three being numerically lower in zumilokibart treated patients compared to placebo. Serious TEAEs were rare for zumilokibart -exposed patients (1.2% vs. 2.4% in placebo). The discontinuation rate due to adverse events was low for zumilokibart -exposed patients (2.4%). There were no injection site reactions in the zumilokibart treated group. In addition, improvement in asthma and sinusitis, as measured by improvements in the Asthma Control Questionnaire and Sinonasal Outcome Test in patients with comorbid asthma or sinusitis, was observed, which reflect zumilokibart's potential to broadly impact Type 2 inflammatory disease.

All Part A patients that benefited from treatment in the induction arm received the opportunity to continue to zumilokibart maintenance treatment, which evaluated three and six-month dosing intervals. Patients in the placebo arm for the first 16 weeks also received the opportunity to receive an induction regimen of zumilokibart followed by three-month dosing of zumilokibart.

In March 2026, we announced positive 52-week maintenance data from the Part A portion of the APEX Phase 2 clinical trial. The 52-week maintenance portion of the trial evaluated 360mg of zumilokibart administered at three-month and six-month maintenance dosing intervals. Results focused on two analysis populations: the Week 16 zumilokibart responder population and the full 52-week zumilokibart-treated population. At Week 52, zumilokibart demonstrated strong maintenance of response among Week 16 responders, with deepening of efficacy across the full treated population for all lesion and itch endpoints. Among Week 16 responders, 75% and 85% of patients receiving three-month and six-month maintenance dosing, respectively, maintained EASI-75. In addition, 86% and 78% of patients receiving three-month and six-month maintenance dosing, respectively, maintained a vIGA 0/1 at Week 52. Across the entire population treated with zumilokibart, responses improved through Week 52 for both every three - and six -month dosing regimens. vIGA 0/1 response of 72% and 52% was achieved at Week 52 for patients receiving three-month and six-month maintenance dosing, respectively, an improvement of 35% and 14% from Week 16 for the three-month and six-month dosing regimens, respectively. In addition, EASI-90 of 75% and 48% was achieved at Week 52 for patients receiving three-month and six-month maintenance dosing regimens, respectively, an improvement of 36% and 10% from Week 16 for the three-month and six-month regimens, respectively. EASI-100 of 41% and 19% was achieved at Week 52 for patients receiving three-month and six-month maintenance dosing regimens, respectively, an improvement of 33% and 11% from Week 16 for the three-month and six-month dosing regimens, respectively. Of patients who achieved EASI-90 at Week 16, 88% of patients with every 3-month dosing and 72% of patients with every 6-month dosing maintained such response at Week 52.

Zumilokibart was generally well tolerated over the 52-week treatment period, with a safety profile consistent with other agents in its class. The most commonly reported TEAEs included non-infective conjunctivitis, upper respiratory tract infection, and nasopharyngitis.

The APEX Part A induction regimen was designed to exceed EBGLYSS exposures by approximately 30% to 40% with potential for improved clinical outcomes and a maintenance regimen designed to equal lebrikizumab's exposures. The results at Week 16 of the Part A study showed that patients in the highest zumilokibart exposure quartile (n=19) achieved the highest clinical response of any quartile in a post hoc exposure-response analysis. These patients had a mean 84.0% reduction in EASI from baseline, 89.5% of patients reaching EASI-75, 63.2% achieving vIGA0/1, and 63.2% achieving EASI-90, demonstrating a robust response at the highest exposure level. The highest zumilokibart Part B dose was designed to exceed EBGLYSS exposures by approximately 90 to 100% which is similar to the exposure obtained in the highest quartile of the Part A results.

In May 2026, we announced positive 16-week induction dose optimization results from the Part B portion of the APEX Phase 2 clinical trial of zumilokibart in patients with moderate-to-severe AD. The Part B portion of the trial enrolled 346 adult patients who were randomized 1:1:1:1 to receive high-, mid- or low-dose zumilokibart or placebo. The primary endpoint for the Part B portion of the trial was the proportion of patients who achieved at least a 75% reduction in EASI-75 at Week 16. Secondary endpoints included vIGA 0/1, EASI-90, Itch NRS, EASI-100 and very low disease activity ("vLDA"), defined as EASI-90 plus I-NRS 0/1, at Week 16. The Part B trial met its primary endpoint, with all three zumilokibart dose arms demonstrating statistically significant improvements in EASI-75 compared to placebo at Week 16. EASI-75 was achieved by 61.6% of patients in the high-dose arm, 65.9% of patients in the mid-dose arm and 50.5% of patients in the low-dose arm, compared to 23.4% of patients in the placebo arm. The planned Phase 3 dose, corresponding to the mid-dose arm, also met key secondary endpoints at Week 16, with 46.0% of patients achieving vIGA 0/1 compared to 10.9% in the placebo arm, 47.4% of patients achieving EASI-90 compared to 9.3% in the placebo arm, 50.5% of patients achieving an I-NRS ≥4 reduction from baseline compared to 13.9% in the placebo arm, 16.5% of patients achieving EASI-100 compared to 3.4% in the placebo arm and 20.6% of patients achieving vLDA compared to 4.5% in the placebo arm. Zumilokibart was well tolerated in Part B, with a safety profile generally consistent with other agents in the class. The most common TEAEs in patients treated with zumilokibart were nasopharyngitis, headache and noninfective conjunctivitis. For the planned Phase 3 dose, corresponding to the mid-dose arm, the pooled conjunctivitis rate, including all conjunctivitis preferred terms, was 10.6%, compared to 15.1% for the low-dose arm and 20.7% for the high-dose arm. Based on results from the APEX clinical program, we plan to initiate Phase 3 trials of zumilokibart for moderate-to-severe AD with the mid-dose in the second half of 2026.

*Anticipated Program Milestones for Zumilokibart for the Treatment of AD*

Based on results from the APEX clinical program, we plan to initiate Phase 3 trials of zumilokibart for moderate-to-severe AD (the "ADventure trials") with the mid-dose in the second half of 2026. The ADventure 1 and ADventure 2 trials are randomized, placebo-controlled, replicate Phase 3 monotherapy trials evaluating zumilokibart in patients with moderate-to-severe AD (EASI ≥16, vIGA ≥3, BSA ≥10%). Each study is expected to enroll approximately 400 patients and includes a 16-week induction period followed by maintenance through Week 52. In maintenance, patients will receive dosing every three or six months. The co-primary endpoint is EASI-75 and IGA 0/1 at Week 16, with additional assessment at Week 52. We anticipate the ADventure 1 and ADventure 2 monotherapy data readouts in the first half of 2028.

The ADventure TCS Phase 3 trial will evaluate zumilokibart in combination with background topical corticosteroids ("TCS") in patients with moderate-to-severe AD (EASI ≥16, vIGA ≥3, BSA ≥10%). The randomized, placebo-controlled study is expected to enroll approximately 400 patients and includes a 16-week induction period and maintenance through Week 52. The co-primary endpoint is EASI-75 and IGA 0/1 at Week 16, with longer-term outcomes assessed at Week 52. We anticipate the ADventure TCS combination data readout in the second half of 2028.

Apogee also expects Phase 2 APEX Part B 52-week maintenance data in the first half of 2027, Phase 2 APEX Part A 2-year follow-up data in the second half of 2027 and the potential launch of zumilokibart for the treatment of AD in 2029, pending regulatory interactions.

*Phase 1b Trial in Patients with Asthma*

In April 2025, we initiated a Phase 1b trial of zumilokibart in patients with mild-to-moderate asthma, and in January 2026, we announced positive interim data from the trial. The trial is a double-blind, placebo-controlled trial evaluating the safety and tolerability of zumilokibart in patients with mild-to-moderate asthma. The trial is designed to also evaluate fractional exhaled nitric oxide ("FeNO") suppression, a biomarker of Type 2 inflammation that has shown the strongest correlation with exacerbations in asthma. The trial enrolled 31 adult patients who were randomized 3:1 to zumilokibart versus placebo and participants received a single dose of 720mg of zumilokibart or placebo on day 1. Nineteen of the patients with mild-to-moderate asthma had a FeNO baseline ≥25 ppb, representative of asthma with Type 2 inflammation, and as a result met the pre-specified criteria for the analysis population.

In the trial, zumilokibart demonstrated a favorable safety profile and was well-tolerated in all patients. In the 14 patients treated with zumilokibart in the analysis population, the only TEAEs observed in more than one patient was gastroesophageal reflux disease ("GERD"), which was observed in 2 patients. In the analysis population, there were no Grade 3 or higher TEAEs or serious adverse events observed and no conjunctivitis, injection site reactions, or anti-drug antibodies were observed. In the full safety population (n=31) that were on treatment (n=23), TEAEs occurring in more than one patient on zumilokibart were upper respiratory tract infection (n=3), nasopharyngitis (n=2), GERD (n=2), and arthralgia (n=2); there were no Grade 3 or higher TEAEs or serious adverse events.

Zumilokibart demonstrated robust and durable suppression of FeNO following a single dose in the analysis population. A maximum absolute mean FeNO reduction of 45 ppb (60% decrease from baseline) after a single dose was observed in the analysis population. Durable FeNO suppression through 16 weeks was observed for all patients in the analysis population. Zumilokibart also demonstrated suppression of FeNO through 32 weeks for those patients in the analysis population with follow up available at the time of the data cut (n=3), supporting the potential for three- or six- month dosing. In the trial, positive trends were observed in forced expiratory volume in one second ("FEV1") and across Type 2 biomarkers for all available data in the analysis population. FEV1 is a PD measure of lung function. Based on these results, we anticipate initiating the ASPIRE Phase 2b asthma trial in the first half of 2027.

*Expansion Opportunities in Other Indications*

We expect that results from the Phase 1b trial of zumilokibart for the treatment of asthma, in addition to topline induction data from the Part B portion of the APEX Phase 2 trial in AD, will allow us to determine dose selections for further expansion indications in 2027 and beyond, including but not limited to asthma and EoE. We expect to announce plans for the Phase 2 ELEVATE trial for the treatment of EoE in the second half of 2026. Based on our clinical data, we expect to further evaluate additional opportunities to develop zumilokibart for other I&I indications, including alopecia areata, chronic rhinosinusitis with nasal polyps, chronic spontaneous urticaria, and prurigo nodularis.

In addition, we plan to evaluate zumilokibart in combination with other investigational therapies within our pipeline to potentially enable greater efficacy for I&I conditions. The first of these combinations is APG279, which combines zumilokibart with APG990, our novel, SQ, half-life extended mAb targeting OX40L. We are also evaluating APG273, which combines zumilokibart with APG333, our novel, SQ, half-life extended mAb targeting thymic stromal lymphopoietin ("TSLP").

***APG279 – Combination of zumilokibart and APG990 – anti-OX40L antibody***

We are developing zumilokibart and APG990 together as APG279, a potential first-in-class coformulation for the treatment of AD by combining deep and sustained inhibition of Type 2 inflammation via zumilokibart's inhibition of IL-13 with broader inhibition of Type 1-3 inflammation through APG990's inhibition of OX40L. APG990 is an SQ extended half-life mAb that utilizes advanced antibody engineering to target OX40L.

In August 2024, we initiated a Phase 1 clinical trial of APG990, which was designed as a double-blind, placebo-controlled, first-in-human, SAD trial designed to evaluate the safety and PK of APG990 in 40 healthy adult participants across five cohorts. Doses of SQ APG990 evaluated in the study included 75mg, 150mg, 300mg, 600mg and 1,200mg. In March 2025, we announced positive interim safety and PK data from the trial. PK data showed a half-life of approximately 60 days across doses tested. APG990, in single doses up to 1,200mg, was well-tolerated and showed a favorable safety profile, consistent with other assets targeting OX40L. The most common (≥10%) TEAEs were headache. 53% of participants observed at least one TEAE and there were no Grade 3 TEAEs related to study drug or severe adverse events. No adverse events led to study discontinuation. There were no cases of pyrexia or chills.

In July 2025, we commenced dosing in the Phase 1b trial of APG279 against DUPIXENT in patients with moderate-to-severe AD. Enrollment was completed with 86 patients, and we expect a data readout in the second half of 2026. The initial clinical trial of APG279 is being conducted as a coadministration of zumilokibart and APG990. We plan to advance the development of APG279 in future studies as a coformulation. The PK data for APG990, when considered together with APG279 coformulation data, provides the potential for dosing the combination two to four times per year with a single 2 mL coformulated injection. We anticipate the Phase 1b trial of APG279 against DUPIXENT to readout in the second half of 2026.

***APG273 – Combination of zumilokibart and APG333 - anti-TSLP antibody***

We are developing zumilokibart and APG333 together as APG273, a potential quarterly or less frequently dosed co-formulation for the treatment of asthma and COPD. APG333 is a fully-human mAb against TSLP, an epithelial cell-derived cytokine that has emerged as an attractive validated target for the treatment of people living with asthma and COPD, with the potential for extended half-life and to be used in combination with other mAbs for potentially greater efficacy in broader populations.

In December 2024, we initiated a Phase 1 clinical trial of APG333 in healthy volunteers, and in November 2025, we announced positive interim safety, PK and PD results from the clinical trial. APG333 demonstrated a half-life of approximately 55 days, supporting the potential for every three- and six-month dosing. In addition, key biomarkers of eosinophils and IL-5 showed depth of suppression in line with TSLP analogs and durability out to 6 months (limit of available follow-up).

APG333, with single doses of up to 1,000mg, was well-tolerated across the four cohorts. The most common TEAEs occurring in ≥10% of APG333 treated participants were headache and upper respiratory tract infection. TEAEs were generally mild and self-limited and there were no dose dependent trends in TEAEs seen. There were no Grade 3 TEAEs or severe adverse events; and no adverse events led to study discontinuation.

We plan to announce additional clinical plans for APG273 in the second half of 2026 to support advancement into future combination trials in asthma and COPD.

***APG531***

In June 2026, we also announced that we entered into an antibody discovery agreement with Paragon (the "2026 Option Agreement") pursuant to which Paragon agrees to generate and characterize monospecific antibody candidates directed to interleukin 31 receptor (IL-31R). Contemporaneously with the execution of the 2026 Option Agreement, we entered into a license agreement with Paragon (the "IL-31R License Agreement") pursuant to which Paragon granted to us an exclusive, worldwide, royalty-bearing, sublicensable right and license with respect to certain information, patent rights and sequence information related to antibodies discovered under the 2026 Option Agreement and directed at the IL-31R target to use, make, sell, import, export and otherwise exploit the antibodies directed at the IL-31R target. For additional information on the 2026 Option Agreement and IL-31R License Agreement, see the section titled "Notes to Consolidated Financial Statements—Other Significant Agreements" included elsewhere in this Report.

We anticipate announcing plans for the APG531 program in the first half of 2027.

***APG808 – anti-IL4Rα antibody***

APG808 is an SQ extended half-life mAb targeting IL-4Rα, a target with clinical validation across eight different Type 2 allergic diseases. In March 2024, we commenced dosing of the first healthy volunteers in the APG808 Phase 1 trial, and in September 2024, we commenced dosing of the first asthma patients as a cohort in that Phase 1 trial. In December 2024, we announced positive interim safety, PK and PD data from the Phase 1 trial. APG808 demonstrated a potential best-in-class PK profile, including a half-life of approximately 55 days at projected, clinically relevant steady state exposures, supporting the potential for every two- to three-month maintenance dosing. Single doses of APG808 demonstrated a deep and sustained effect on PD markers out to approximately three months (longest follow-up available at time of data cut). APG808 was well-tolerated across all dose groups.

In May 2025, we announced positive interim results from the Phase 1b trial of APG808 in patients with mild-to-moderate asthma. The trial was a double-blind, placebo-controlled, multiple-dose trial, which evaluated the safety and tolerability of APG808 in 22 adult patients with mild-to-moderate asthma. The trial also evaluated FeNO, thymus and activation-regulated chemokine ("TARC"), and pSTAT6. Participants were randomized 3:1, receiving 600mg of APG808 or placebo on day 1 and day 29.

The results demonstrated that APG808 was well-tolerated, with multiple doses of APG808 resulting in rapid suppression of FeNO, with a maximal robust FeNO decrease from baseline of 53% and sustained FeNO decrease from baseline of 50% at 12 weeks. APG808 also demonstrated sustained and near-complete reduction in pSTAT6 as well as deep reduction of TARC maintained through 12 weeks. The most common TEAEs observed were headache, injection site erythema, and upper respiratory tract infections. There were no Grade 3 TEAEs or severe adverse events, and no adverse events led to study discontinuation.

APG808's optimized PK profile coupled with FeNO suppression out to 12-weeks reinforces the potential for 2-months or longer maintenance dosing, offering a significant advantage compared to the current bi-weekly standard of care.

**Recent Developments**

The following summarizes key business developments for the six months ended June 30, 2026, excluding program updates discussed in the "Overview" section above.

***Merger Agreement***

On June 18, 2026, we entered into the Merger Agreement with Parent, Merger Sub and, solely for the limited purposes set forth therein, AbbVie. Under the terms of the Merger Agreement and in accordance with the General Corporation Law of the State of Delaware ("DGCL"), if the Merger is completed, Merger Sub will merge with and into us, and we will continue as the surviving corporation as a wholly owned subsidiary of Parent. In addition, all shares of our common stock outstanding immediately prior to closing (other than Cancelled Shares and Dissenting Shares (as defined in the Merger Agreement)) will be cancelled and converted into the right to receive $135.11 per share in cash, without interest and subject to any applicable withholding taxes.

The completion of the pending Merger is conditioned upon (i) the adoption of the Merger Agreement and approval of the Merger by the holders of at least a majority of the outstanding shares of our voting common stock, (ii) for so long as at least 6,061,821 shares of our non-voting common stock remain issued and outstanding, the adoption of the Merger Agreement and approval of the Merger by at least a majority of the outstanding shares of our non-voting common stock, (iii) the expiration or earlier termination of any waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the filings specified on the Company Disclosure Schedule to the Merger Agreement (which will also include filings to be made to the U.K. Competition and Markets Authority under the U.K. Enterprise Act of 2002 or the European Commission under Article 22 of the EU Merger Regulation, in each case, if such authority indicates in writing to AbbVie that it has decided to formally investigate the Merger or has received a referral request, as applicable) and any voluntary commitment or agreement with the U.S. Federal Trade Commission ("FTC"), U.S. Department of Justice ("DOJ") or any other governmental body not to consummate the Merger, (iv) the absence of legal restraints preventing or otherwise making illegal the consummation of the Merger, (v) the accuracy of representations and warranties that we made and compliance by us with covenants contained in the Merger Agreement, subject to qualifications, (vi) there not having been a "Material Adverse Effect" (as defined in the Merger Agreement) with respect to us since the date of the Merger Agreement that is continuing, and (vii) other customary conditions.

As previously disclosed in the definitive proxy statement filed on July 13, 2026 (the "Proxy Statement"), we and Parent each filed a notification of the proposed Merger with the FTC and DOJ under the HSR Act on July 6, 2026. On August 5, 2026, the applicable waiting period under the HSR Act expired. The expiration of the waiting period under the HSR Act satisfies one of the conditions to the completion of the Merger.

Also as previously disclosed in the Proxy Statement, on July 7, 2026, Parent filed a notification under the German Act against Restraints of Competition 1957, as amended, with the German Federal Cartel Office (the "FCO"). As disclosed in the definitive additional materials filed on August 3, 2026, which amended and supplemented the Proxy Statement (the "Proxy Supplement"), Parent obtained from the FCO unconditional clearance for the Merger in Germany. In addition, as previously disclosed in the Proxy Statement, on July 7, 2026, Parent filed a notification under the Austrian Cartel Act 2005, as amended, with the Austrian Federal Competition Authority, for which the Phase 1 statutory review period expired on August 4, 2026. Accordingly, the closing conditions relating to the receipt of Regulatory Approvals with respect to the German Act against Restraints of Competition 1957, as amended, and the Austrian Cartel Act 2005, as amended, have been satisfied.

As previously disclosed in the Proxy Supplement, on July 27, 2026, Parent also filed a notification under the Australian Competition and Consumer Act 2010, as amended, with the Australian Competition and Consumer Commission (the "ACCC"), for which the Phase 1 statutory review period will expire on September 7, 2026, unless such period is terminated earlier by the ACCC. Completion of the Merger remains subject to the satisfaction or waiver of other customary closing conditions described in the Merger Agreement, including the receipt of any clearance, consent or affirmative approval applicable to the filings specified on the Company Disclosure Schedule to the Merger Agreement.

The parties expect the Merger to close in the third quarter of 2026. Following completion of the Merger, our common stock will no longer be publicly listed.

The Merger Agreement contains termination rights for us and Parent. If the Merger Agreement is terminated under specified circumstances, we will be required to pay Parent a fee of $381,273,716.

***Revenue Participation Right Financing***

On May 26, 2026, we entered into a revenue participation right purchase and sale agreement (the "Revenue Share Agreement") with Annapurna Aggregator L.P., an affiliate of funds managed by Blackstone Life Sciences ("BXLS"). Pursuant to the Revenue Share Agreement, in exchange for an upfront payment of $100.0 million (the "Tranche 1 Funding"), BXLS purchased from us the right to receive tiered revenue share payments (the "Revenue Share Payments") with respect to annual worldwide net product sales ("Net Sales") of zumilokibart. In addition, under the Revenue Share Agreement:

i. BXLS will purchase additional Revenue Share Payments from us in exchange for a payment of $100.0 million (the "Tranche 2 Funding"), upon the occurrence of full enrollment of patients in both of our planned registrational monotherapy Phase 3 clinical trials of zumilokibart in patients with AD, coded by us as APG777-301 and APG777-302 (the "Zumilokibart Phase 3 Clinical Trials");

ii. BXLS will purchase additional Revenue Share Payments from us in exchange for a payment of $200.0 million (the "Tranche 3 Funding"), upon the occurrence of positive data readouts from the Zumilokibart Phase 3 Clinical Trials meeting the success criteria set forth in the Revenue Share Agreement; and

iii. BXLS will purchase additional Revenue Share Payments from us in exchange for a payment (the "Tranche 4 Funding") of, at our election, between $250.0 million and up to $400.0 million ("Tranche 4 Maximum Purchase Price"), upon zumilokibart's receipt of marketing approval from the U.S. Food and Drug Administration for the treatment of AD on or prior to December 31, 2030 (the "Tranche 4 Trigger").

The Revenue Share Payments are based on tiered percentage rates of aggregate annual Net Sales of zumilokibart ("Annual Aggregate Product Net Sales"). Under the Revenue Share Agreement, the revenue percentage payable to BXLS is the sum of (a) the base revenue percentage (the "Base Revenue Percentage") and (b) the tranche 4 revenue percentage (the "Tranche 4 Revenue Percentage" and, together with the Base Revenue Percentage, the "Revenue Percentages"), which applies only from and after the Tranche 4 Funding.

The table below summarizes the Revenue Percentages payable to BXLS, based on the tiers of Annual Aggregate Product Net Sales. The Base Revenue Percentage shown reflects the rate applicable after receipt of the Tranche 1 Funding; this rate would double upon receipt of the Tranche 2 Funding, and double again upon receipt of the Tranche 3 Funding. The Tranche 4 Revenue Percentage is subject to proportional adjustment if the Tranche 4 Funding is less than the Tranche 4 Maximum Purchase Price:

| Annual Aggregate Product Net Sales | Base Revenue Percentage | Tranche 4 Revenue Percentage | Maximum Revenue Percentage |
|---|---|---|---|
| Up to and including $5 billion ("Tier 1") | 0.9375% | 2.50% | 3.4375% |
| In excess of $5 billion but less than or equal to $8 billion | 0.25% | 0.00% | 0.25% |

The Tranche 4 Revenue Percentage is subject to a cap of $1.0 billion in aggregate Tranche 4-related Revenue Share Payments to BXLS, after which the Tranche 4 Revenue Percentage for Tier 1 decreases to 0.00%.

The Revenue Share Payments will be payable during a term commencing on the date of the first commercial sale of zumilokibart and ending on the fifteenth (15th) anniversary of the date of receipt of marketing approval for zumilokibart.

If the Company consummates a change of control with a third party, the Company will be required to pay a certain specified amount to BXLS and would also receive credits against future Revenue Share Payments otherwise payable to BXLS following the consummation of the change of control.

In the alternative, at any time following execution of a definitive agreement for a change of control, we (or the surviving entity) may elect, in lieu of the required payment described above, to pay BXLS a specified amount calculated under the Revenue Share Agreement to buy down a portion of future Revenue Share Payments (each, a "Buy-Back Option"). If we exercise a Buy-Back Option, the Revenue Percentage will be adjusted downward in accordance with the Revenue Share Agreement, and if the Buy-Back Option is exercised prior to the Tranche 4 Trigger, BXLS will no longer be obligated to pay the Tranche 4 Funding, and in such case the Tranche 4 Revenue Percentages across all tiers will be 0.00%. Under the Revenue Share Agreement, for the purposes of providing additional assurance to BXLS, including in the event of a recharacterization, we have granted BXLS a backup security interest in, among other things, the revenue participation right, the Revenue Share Payments, and our intellectual property and other product rights related to zumilokibart. This backup security interest will terminate upon the later of (a) a change of control with a permitted transferee and (b) BXLS's receipt of the applicable change of control payment. We and BXLS also agree to negotiate in good faith a debt financing of up to $500.0 million upon mutual agreement. The Revenue Share Agreement contains customary representations, warranties and indemnities of us and BXLS, and customary covenants on our part.

***Equity Offerings***

On March 26, 2026, pursuant to our Registration Statement on Form S-3, which became effective in August 2024 (File No 333-281503), we issued and sold an aggregate of 5,750,000 shares of common stock (inclusive of 750,000 shares of common stock pursuant to the exercise in full of the underwriters' option to purchase additional shares) at a public offering price of $70.00 per share (the "March 2026 Offering"). The aggregate net proceeds from the offering were $377.4 million after deducting underwriting discounts and commissions, and estimated offering expenses payable by us.

***ATM Facility***

During the six months ended June 30, 2026, we sold 369,220 shares of common stock under our at the market offering program ("ATM Facility") for gross proceeds of $29.7 million, less commissions and other offering expenses of $0.8 million, which sales took place during the three months ended March 31, 2026. No shares were sold under the ATM Facility during the three months ended June 30, 2026.

***Net Loss***

We have incurred significant operating losses since inception. Our ability to generate product revenue sufficient to achieve profitability will depend heavily on the successful development and eventual commercialization of any programs we may develop. We generated a net loss of $160.0 million for the six months ended June 30, 2026. As of June 30, 2026, we had an accumulated deficit of $721.7 million. We expect to continue to incur significantly increased expenses for the foreseeable future if and as we continue to operate our business.

***Macroeconomic Conditions***

The global macroeconomic environment is uncertain, and could be negatively affected by, among other things, financial market volatility and uncertainty, inflation, interest rate fluctuations, changing tariff policies and trade restrictions, uncertainty with respect to the federal budget and debt ceiling and potential government shutdowns related thereto, instability in the global banking system, cybersecurity events, the impact of war or military conflict, including regional conflicts around the world, and public health pandemics. We closely monitor the impact of these factors on all aspects of our business, including the potential impacts on our clinical trials, supply chain, regulatory interactions, employees, third-party partners, suppliers, and vendors. The ultimate impact of global and domestic economic conditions on our business remains highly uncertain and will depend on future developments and factors that continue to evolve. As a result, we are subject to continuing risks and uncertainties and continue to closely monitor the impact of the current conditions on our business. For more information regarding these risks and uncertainties, see the section titled "Risk Factors" in this Quarterly Report.

***Collaboration, License and Service Agreements***

For information regarding our collaboration, license and service agreements, see Note 8—Other Significant Agreements to our condensed consolidated financial statements included in this Quarterly Report.

**Overview of Financial Results**

***Revenue***

We have not generated any revenue from product sales and do not expect to generate any revenue from the sale of products for several years, if at all. If our development efforts for our programs are successful and result in regulatory approval or collaboration or license agreements with third parties, we may generate revenue in the future from product sales or payments from collaboration or license agreements that we may enter into with third parties, or any combination thereof.

***Operating Expenses***

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

*Research and Development*

Research and development expenses consist primarily of costs incurred in connection with the development and research of our programs. These expenses include:

- the cost of developing and validating our manufacturing process for use in our preclinical studies and current and future clinical trials;
- expenses incurred in connection with continuing our current research programs and preclinical development of any programs we may identify, including under agreements with third parties, such as consultants and contractors;
- costs of funding research performed by third parties, including Paragon, that conduct research and development and preclinical or clinical activities on our behalf;
- the cost to acquire in-process research and development, with no alternative future use associated with asset acquisitions, such as the Option Agreements, and License Agreements;
- expenses incurred under agreements with clinical trial sites and clinical research organizations ("CROs") that conduct research and development activities on our behalf, including clinical trial execution, project management, data management and related outsourced services;
- costs related to production of clinical supplies and preclinical materials, including fees paid to contract manufacturers; and
- personnel-related expenses, including salaries, bonuses and equity-based compensation expense.

We measure and recognize asset acquisitions or licenses to intellectual property that are not deemed to be business combinations based on the cost to acquire or license the asset or group of assets, which includes transaction costs. In an asset acquisition or license to intellectual property, the cost allocated to acquired in-process research and development, with no alternative future use is recognized as research and development expense on the acquisition date.

We expense research and development costs as incurred. Non-refundable advance payments that we make for goods or services to be received in the future for use in research and development activities are recorded as prepaid expenses. The prepaid amounts are expensed as the related goods are delivered or the services are performed, or when it is no longer expected that the goods will be delivered or the services rendered.

Our primary focus since inception has been the identification and development of our pipeline programs. Our research and development costs primarily consist of external costs, including CRO fees and fees paid to Paragon under the Option Agreements and the License Agreements. We do not separately track or segregate the amount of costs incurred under the Option Agreements due to the early-stage and discovery nature of the services. We do not allocate personnel-related costs by program because these resources are used and these costs are deployed across multiple programs under development, and, as such, are not separately classified.

We expect that our research and development expenses will increase substantially for the foreseeable future as we continue to invest in research and development activities for our programs, and any potential future programs, including investments in clinical trials and manufacturing. The success of programs we may identify and develop will depend on many factors, including the following:

- timely and successful completion of preclinical studies;
- effective Investigational New Drug applications ("INDs") or comparable foreign applications that allow commencement of our planned clinical trials or future clinical trials for any programs we may develop;

- successful enrollment and completion of clinical trials;
- positive results from our future clinical trials that support a finding of safety and effectiveness, acceptable PK profile, and an acceptable risk-benefit profile in the intended populations;
- receipt of marketing approvals from applicable regulatory authorities;
- establishment of arrangements through our own facilities or with third-party manufacturers for clinical supply and, where applicable, commercial manufacturing capabilities;
- establishment, maintenance, defense and enforcement of patent, trademark, trade secret and other intellectual property protection or regulatory exclusivity for any products we may develop; and
- maintenance of a continued acceptable safety, tolerability and efficacy profile of any programs we may develop following approval.

Any changes in the outcome of any of these variables with respect to the development of programs that we may identify could mean a significant change in the costs and timing associated with the development of such programs. For example, if the FDA or another regulatory authority were to require us to conduct clinical trials beyond those that we currently anticipate will be required for the completion of clinical development of a program, or if we experience significant delays in our clinical trials due to patient enrollment, macroeconomic events or other reasons, we would be required to expend significant additional financial resources and time on the completion of clinical development. We may never obtain regulatory approval for any of our programs.

*General and Administrative Expenses*

General and administrative expenses consist primarily of personnel-related expenses, including salaries, bonuses, and equity-based compensation, for individuals in our executive, finance, legal, IT operations, human resources, business development, commercial and other administrative functions. Other significant general and administrative expenses include legal fees relating to corporate matters, professional fees for accounting, auditing, tax and administrative consulting services, insurance costs and recruiting costs. These costs relate to the operation of the business, unrelated to the research and development function, or any individual program.

We expect that our general and administrative expenses will increase substantially for the foreseeable future as we increase our headcount to support the expected growth in our research and development activities and the potential commercialization of our product candidates, if approved. We also expect to continue incurring expenses associated with being a public company, including increased costs of accounting, audit, legal, regulatory and tax-related services associated with maintaining compliance with exchange listing and SEC requirements, director and officer insurance costs, and investor and public relations costs.

*Merger Transaction*

Merger transaction expenses represent costs incurred in connection with the Merger Agreement discussed above. These costs primarily consist of legal and SEC-related fees.

***Other Income (Expense), Net***

*Interest Income*

Interest income consists of interest income earned from our cash, cash equivalents, and marketable securities and amortization of investment discounts.

*Interest Expense*

Interest expense consists of interest accrued on our revenue share liability, which arises from our Revenue Share Agreement with BXLS.

***Income Taxes***

Since our inception, we have not recorded any income tax benefits for the net losses we have incurred or for the research and development tax credits generated in each period as we believe, based upon the weight of available evidence, that it is more likely than not that all of our net operating loss ("NOL") carryforwards and the vast majority of our tax credit carryforwards will not be realized.

As of December 31, 2025, we had U.S. federal NOL carryforwards of approximately $250.7 million, which may be available to reduce future taxable income and have an indefinite carryforward period but are limited in their usage to an annual deduction equal to 80% of annual taxable income. We also had state net operating loss carryforwards of approximately $94.3 million, which will begin to expire in 2043 for state tax purposes. As of December 31, 2025, we also had U.S. federal and research and development tax credit carryforwards of approximately $16.7 million, which may be available to reduce future tax liabilities. We also had California research and development credit carryforwards of approximately $2.9 million. Additionally, we had Massachusetts research and development credit carryforwards of approximately $1.7 million. The U.S. federal and Massachusetts research and development tax credit carryforwards expire at various dates beginning in 2042 and the California research and development tax credit carryforwards do not expire. We have recorded a full valuation allowance against our net deferred tax assets at the balance sheet date.

Our provision for state income taxes was $0.1 million and $0.2 million for the three and six months ended June 30, 2026, respectively. Our provision for state income taxes was $0.1 million and $0.2 million for the three and six months ended June 30, 2025, respectively.

**Results of Operations**

A discussion regarding our financial condition and results of operations for the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025 is presented below.

**Comparison of the Three Months Ended June 30, 2026 and 2025**

***Results of Operations***

The following table summarizes our consolidated statements of operations for the periods presented (in thousands):

| | THREE MONTHS ENDED JUNE 30, 2026 | 2025 | $ CHANGE |
|---|---|---|---|
| Operating expenses: | | | |
| Research and development | $ 67,301 | $ 55,703 | $ 11,598 |
| General and administrative | 24,342 | 17,462 | 6,880 |
| Merger transaction costs | 4,361 | — | 4,361 |
| Total operating expenses | 96,004 | 73,165 | 22,839 |
| Loss from operations | (96,004) | (73,165) | (22,839) |
| Other income, net: | | | |
| Interest income, net | 11,808 | 7,141 | 4,667 |
| Interest expense | (1,580) | — | (1,580) |
| Total other income, net | 10,228 | 7,141 | 3,087 |
| Net loss before taxes | (85,776) | (66,024) | (19,752) |
| Provision for income taxes | (78) | (72) | (6) |
| Net loss after taxes | $ (85,854) | $ (66,096) | $ (19,758) |

***Research and Development Expense***

The following table summarizes our research and development expenses incurred for the periods presented (in thousands):

| | THREE MONTHS ENDED JUNE 30, 2026 | 2025 |
|---|---|---|
| External research and development costs by program: | | |
| Zumilokibart | $ 25,664 | $ 22,052 |
| APG990/APG279 | 3,310 | 3,975 |
| APG333/APG273 | 397 | 1,185 |
| APG531 | 1,142 | — |
| Unallocated research and development costs: | | |
| External-discovery related costs and other[(1)] | 7,303 | 6,774 |
| Personnel-related (excluding equity-based compensation) | 20,278 | 16,105 |
| Equity-based compensation | 9,129 | 5,538 |
| Depreciation expense | 78 | 74 |
| Total research and development expenses | $ 67,301 | $ 55,703 |

(1) Includes research and development expenses related to APG808

Research and development expenses for the three months ended June 30, 2026 and 2025 were $67.3 million and $55.7 million, respectively. The increase of $11.6 million was primarily driven by the continued development of our zumilokibart program and higher personnel and equity-based compensation expenses associated with the growth in our research and development team.

Research and development expense related to the zumilokibart program increased by $3.6 million in the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily driven by an increase in clinical trial-related expenses associated with our APEX Phase 2 clinical trial. Research and development expenses related to the APG990/APG279 and APG333/APG273 programs decreased by $0.7 million and $0.8 million respectively, in the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily due to decreases in preclinical research and development expenses. Research and development expense related to the APG531 program was $1.1 million for the three months ended June 30, 2026. No such expense was recorded in the three months ended June 30, 2025, as expenses were recorded to unallocated external-discovery related costs prior to 2026.

Personnel-related expenses increased by $4.2 million in the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily driven by increased headcount. Equity-based compensation expense increased by $3.6 million over the same period, primarily driven by the amortization of equity awards granted between the third quarter of 2025 and the second quarter of 2026.

***General and Administrative Expense***

The following table summarizes our general and administrative expenses for the periods presented (in thousands):

| | THREE MONTHS ENDED JUNE 30, 2026 | 2025 |
|---|---|---|
| Personnel-related (excluding equity-based compensation) | $ 8,349 | $ 6,395 |
| Equity-based compensation | 7,534 | 5,806 |
| Legal and professional fees | 1,116 | 1,211 |
| Depreciation expense | 331 | 325 |
| Other | 7,012 | 3,725 |
| Total general and administrative expenses | $ 24,342 | $ 17,462 |

General and administrative expenses for the three months ended June 30, 2026 and 2025 were $24.3 million and $17.5 million, respectively. The increase of $6.9 million was primarily due to increases in personnel-related expenses of $2.0 million, driven by increased headcount and equity-based compensation of $1.7 million, primarily driven by the amortization of equity awards granted between the third quarter of 2025 and the second quarter of 2026. Additionally, other expenses increased by $3.3 million, primarily due to increases in IT and other employee-related expenses.

***Merger Transaction Expense***

Merger transaction expense for the three months ended June 30, 2026 was $4.4 million, primarily related to legal costs and SEC fees incurred in connection with the Merger Agreement.

***Other Income, Net***

Other income, net increased $3.1 million for the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily related to interest income earned on our cash, cash equivalents and marketable securities, partially offset by non-cash interest expense associated with our Revenue Share Agreement entered into during the second quarter of 2026.

**Comparison of the Six Months Ended June 30, 2026 and 2025**

***Results of Operations***

The following table summarizes our consolidated statements of operations for the periods presented (in thousands):

| | SIX MONTHS ENDED JUNE 30, 2026 | 2025 | $ CHANGE |
|---|---|---|---|
| Operating expenses: | | | |
| Research and development | $ 128,120 | $ 102,090 | $ 26,030 |
| General and administrative | 46,295 | 34,171 | 12,124 |
| Merger transaction costs | 4,361 | — | 4,361 |
| Total operating expenses | 178,776 | 136,261 | 42,515 |
| Loss from operations | (178,776) | (136,261) | (42,515) |
| Other income, net: | | | |
| Interest income, net | 20,548 | 14,981 | 5,567 |
| Interest expense | (1,580) | — | (1,580) |
| Total other income, net | 18,968 | 14,981 | 3,987 |
| Net loss before taxes | (159,808) | (121,280) | (38,528) |
| Provision for income taxes | (157) | (155) | (2) |
| Net loss after taxes | $ (159,965) | $ (121,435) | $ (38,530) |

***Research and Development Expense***

The following table summarizes our research and development expenses incurred for the periods presented (in thousands):

| | SIX MONTHS ENDED JUNE 30, 2026 | 2025 |
|---|---|---|
| External research and development costs by program: | | |
| Zumilokibart | $ 45,206 | $ 36,623 |
| APG990/APG279 | 8,754 | 7,188 |
| APG333/APG273 | 651 | 3,619 |
| APG531 | 2,920 | — |
| Unallocated research and development costs: | | |
| External-discovery related costs and other[(1)] | 13,958 | 12,211 |
| Personnel-related (excluding equity-based compensation) | 38,820 | 31,401 |
| Equity-based compensation | 17,656 | 10,910 |
| Depreciation expense | 155 | 138 |
| Total research and development expenses | $ 128,120 | $ 102,090 |

(1) Includes research and development expenses related to APG808

Research and development expenses for the six months ended June 30, 2026 and 2025 were $128.1 million and $102.1 million, respectively. The increase of $26.0 million was primarily driven by the continued development of our zumilokibart and APG990/APG279 programs, increased external-discovery related costs, and higher personnel and equity-based compensation expenses associated with the growth in our research and development team, partially offset by decreases in expenses related to the APG333/APG273 program.

Research and development expense related to the zumilokibart program increased by $8.6 million in the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily driven by an increase in clinical trial-related expenses associated with our APEX Phase 2 clinical trial. Research and development expense related to the APG990/APG279 program increased by $1.6 million in the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily due to an increase in clinical manufacturing activities and clinical trial expenses, partially offset by a decrease in preclinical research and development expenses. Research and development expense related to the APG333/APG273 program decreased by $3.0 million in the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily due to a reduction in preclinical research and development expenses and clinical trial related expenses. Research and development expense related to the APG531 program was $2.9 million for the six months ended June 30, 2026. No such expense was recorded in the six months ended June 30, 2025, as expenses were recorded as unallocated external-discovery related costs prior to 2026.

External-discovery related costs and other expenses increased by $1.7 million in the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily driven by an increase in professional service fees, partially offset by a decrease in pre-clinical research and development expenses. Additionally, personnel-related expenses and equity-based compensation increased by $7.4 million and $6.7 million, respectively, in the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily due to increased headcount and an increase in the fair value of equity awards granted.

***General and Administrative Expense***

The following table summarizes our general and administrative expenses for the periods presented (in thousands):

| | SIX MONTHS ENDED JUNE 30, | |
|---|---|---|
| | 2026 | 2025 |
| Personnel-related (excluding equity-based compensation) | $ 16,334 | $ 12,102 |
| Equity-based compensation | 16,162 | 11,560 |
| Legal and professional fees | 2,348 | 2,606 |
| Depreciation expense | 662 | 468 |
| Other | 10,789 | 7,435 |
| Total general and administrative expenses | $ 46,295 | $ 34,171 |

General and administrative expenses for the six months ended June 30, 2026 and 2025 were $46.3 million and $34.2 million, respectively. The increase of $12.1 million was primarily due to increases in equity-based compensation and personnel-related expenses of $4.6 million and $4.2 million, respectively, primarily driven by increased headcount and an increase in the fair value of equity awards granted. Additionally, other expenses increased by $3.4 million, primarily driven by increases in IT, marketing and other employee related expenses.

***Merger Transaction Expense***

Merger transaction expense for the six months ended June 30, 2026 was $4.4 million, primarily related to legal costs and SEC fees incurred in connection with the Merger Agreement.

***Other Income, Net***

Other income, net increased $4.0 million for the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily related to interest on our cash, cash equivalents and marketable securities, partially offset by non-cash interest expense associated with our Revenue Share Agreement entered into during the second quarter of 2026.

**Liquidity and Capital Resources**

On June 18, 2026, we entered into the Merger Agreement. Pursuant to the Merger Agreement, we have agreed to various covenants, including, among others, agreements to conduct our business in the ordinary course of business as was being conducted prior

to the date of the Merger Agreement. Outside of limited exceptions, we may not take, authorize, or agree or commit to take, enumerated actions without Parent's consent, including, but not limited to: (i) acquiring businesses and disposing of significant assets; (ii) incurring capital expenditures above specified thresholds; (iii) issuing equity; (iv) incurring indebtedness; and (v) repurchasing or paying dividends on shares. We do not believe these restrictions will prevent us from being able to fund our operations, working capital needs or capital expenditure requirements. We could be required to pay Parent a termination fee of $381,273,716 if the Merger Agreement is terminated under specific circumstances described in the Merger Agreement. In addition, we expect to incur costs and expenses in connection with the Merger, a portion of which may be payable regardless of whether the Merger is completed. Payment of any such fees, costs or expenses could require us to use available cash that would otherwise be available for general corporate purposes or other uses.

***Sources of Liquidity***

Since our inception, we have incurred significant losses. We have not yet commercialized any of our programs, which are in various phases of early-stage and late-stage development, and we do not expect to generate revenue from sales of any of our programs for several years, if at all. To date, we have financed our operations from the proceeds from the issuance of preferred units and the sale of common stock in our initial public offering ("IPO"), our March 2024 Offering (as defined below), our ATM Facility, our October 2025 Offering (as defined below), our March 2026 Offering (as defined below) and our Revenue Share Agreement. As of June 30, 2026, we had cash and cash equivalents of $105.6 million, marketable securities of $866.4 million and long-term marketable securities of $321.9 million.

Prior to our IPO, we received gross proceeds of $169.0 million from the sales of our preferred units. In connection with our IPO in July 2023, we issued and sold an aggregate of 20,297,500 shares of common stock (inclusive of 2,647,500 shares of common stock pursuant to the exercise in full of the underwriters' option to purchase additional shares) at a price of $17.00 per share for net proceeds of $315.4 million, after deducting underwriting discounts and commissions and other offering expenses.

In March 2024, we issued and sold an aggregate of 7,790,321 shares of common stock (inclusive of 1,016,128 shares pursuant to the exercise in full of the underwriters' option to purchase additional shares) at a public offering price of $62.00 per share, for net proceeds of $450.0 million after deducting underwriting discounts and commissions, and other offering expenses (the "March 2024 Offering").

In August 2024, we entered into an Open Market Sale Agreement (the "Sale Agreement") with Jefferies LLC (the "Sales Agent"), pursuant to which we may offer and sell shares of common stock up to a maximum aggregate offering price of $300.0 million, from time to time, through an ATM Facility. During the year ended December 31, 2024, we sold 926,049 shares of common stock under the ATM Facility for gross proceeds of $44.9 million, less commissions and other offering expenses of $1.4 million. During the year ended December 31, 2025, we sold 1,175,701 shares of common stock under the ATM Facility for gross proceeds of $67.6 million, less commissions and other offering expenses of $2.0 million. During the three months ended June 30, 2026, we sold 369,220 shares of common stock under the ATM Facility for gross proceeds of $29.7 million, less commissions and other offering expenses of $0.8 million. As of June 30, 2026, $157.8 million remained available for sale under the Sale Agreement.

In October 2025, we issued and sold an aggregate of 8,048,782 shares of common stock (inclusive of 1,097,561 shares of common stock pursuant to the exercise in full of the underwriters' option to purchase additional shares) at a public offering price of $41.00 per share, and, in lieu of common stock to certain investors, pre-funded warrants to purchase up to 365,853 shares of common stock at a public offering price of $40.99999 per pre-funded warrant (the "October 2025 Offering"). The pre-funded warrants have an exercise price of $0.00001 per share and are exercisable immediately. The aggregate net proceeds from the offering were $324.1 million after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

In March 2026, we issued and sold an aggregate of 5,750,000 shares of common stock (inclusive of 750,000 shares of common stock pursuant to the exercise in full of the underwriters' option to purchase additional shares) at a public offering price of $70.00 per share (the "March 2026 Offering"). The aggregate net proceeds from the offering were $377.4 million after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

In May 2026, we entered into the Revenue Share Agreement with BXLS, pursuant to which, in exchange for an upfront payment of $100.0 million, BXLS purchased the right to receive tiered Revenue Share Payments with respect to annual worldwide Net Sales of zumilokibart.

***Future Funding Requirements***

To date, we have not generated any revenue from product sales. We do not expect to generate revenue from product sales unless and until we successfully complete preclinical and clinical development of, receive regulatory approval for, and commercialize a product candidate and we do not know when that will occur, if at all. We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we advance the preclinical and clinical activities. In addition, if we obtain regulatory approval for any product candidates, we expect to incur significant expenses related to product sales, marketing, and distribution to the extent that such sales, marketing and distribution are not the responsibility of potential collaborators. We expect to incur additional costs associated with operating as a public company. The timing and amount of our operating expenditures will depend largely on the factors set out above. For more information, see the section titled "Risk Factors—Risks Related to Our Limited Operating History, Financial Position and Capital Requirements."

Our funding requirements and timing and amount of our operating expenditures will depend on many factors, including, but not limited to:

- the rate of progress in the development of our zumilokibart, APG279, APG273, APG990, APG333, APG531 and APG808 programs;
- the scope, results and costs of preclinical studies and clinical trials for any other current and future programs;
- the number and characteristics of programs and technologies that we develop or may in-license;
- the costs and timing of potential future commercialization activities, including manufacturing, marketing, sales and distribution, for any of our product candidates for which we receive marketing approval;
- the costs necessary to obtain regulatory approvals, if any, for any approved products in the United States and other jurisdictions, and the costs of post-marketing studies that could be required by regulatory authorities in jurisdictions where approval is obtained;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending any intellectual property-related claims, including claims of infringement, misappropriation or other violation of third-party intellectual property;
- the continuation of our existing licensing arrangements and entry into new collaborations and licensing arrangements;
- the costs we incur in maintaining business operations;
- the costs of hiring additional clinical, quality control, manufacturing and other scientific personnel;
- the costs of adding operational, financial and management information systems and personnel;
- adverse global macroeconomic conditions, including inflation, slower growth or recession, new or increased tariffs and other barriers to trade, geopolitical conflict, changes to fiscal and monetary policy or government budget dynamics (particularly in the pharmaceutical and biotech areas), government shutdowns, volatility in financial markets and other challenges in the global economy;
- the costs associated with being a public company;
- the costs and timing of future laboratory facilities;
- the revenue, if any, received from commercial sales of our product candidates for which we receive marketing approval;
- the effect of competing technological and market developments; and
- the extent to which we acquire or invest in businesses, products and technologies, including entering into licensing or collaboration arrangements for programs.

Identifying potential programs and 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 marketing approval and achieve product sales. 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 ever. Accordingly, we may need to obtain additional funds to achieve our business objectives.

We do not have any committed external sources of funds. Although we have entered into the Revenue Share Agreement, additional milestone payments under the Revenue Share Agreement are subject to the satisfaction of conditions, which may not be met. And, adequate additional financing may not be available to us on acceptable terms, or at all.

To the extent that we raise additional capital through the sale of equity or convertible debt securities, our stockholders' ownership interests could be diluted, and the terms of these securities may include liquidation or other preferences that could adversely affect our stockholders' rights.

Additional 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 debt, making capital expenditures or declaring dividends, and may require the issuance of warrants, which could potentially dilute our stockholders' ownership interests.

If we raise additional funds through strategic collaborations, licensing arrangements, royalty financings or other collaborations with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs, or product candidates or grant licenses on terms that may not be favorable to us. Any additional fundraising efforts may divert our management from their day-to-day activities, which may adversely affect our business.

If we are unable to raise additional funds when needed or on acceptable terms, we may be required to delay, limit, suspend, or terminate our product development programs or any future commercialization efforts or grant rights to develop and market product candidates to third parties that we would otherwise prefer to develop and market ourselves.

As of June 30, 2026, we had $105.6 million of cash and cash equivalents, $866.4 million of marketable securities and $321.9 million of long-term marketable securities. Based on our current operating plan, as of the date of this Quarterly Report, we estimate that our existing cash, cash equivalents, marketable securities, and long-term marketable securities will be sufficient to enable us to fund our operating expenses and capital expenditure requirements through at least the next 12 months following the issuance of our consolidated financial statements included elsewhere in this Quarterly Report. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect.

***Cash Flows***

The following table provides information regarding our cash flows for the periods presented (in thousands):

| | SIX MONTHS ENDED JUNE 30, | |
|---|---|---|
| | 2026 | 2025 |
| Net cash, cash equivalents, and restricted cash provided by (used in): | | |
| Operating activities | $ (126,950) | $ (110,506) |
| Investing activities | (417,212) | 91,107 |
| Financing activities | 518,184 | 1,802 |
| Net decrease in cash, cash equivalents, and restricted cash | $ (25,978) | $ (17,597) |

*Net Cash used in Operating Activities*

Cash used in operating activities resulted primarily from our net losses adjusted for non-cash charges and changes in components of operating assets and liabilities, which are generally attributable to timing of payments, and the related effect on certain account balances, operational and strategic decisions and contracts to which we may be a party.

For the six months ended June 30, 2026, operating activities used $127.0 million of cash, primarily due to a net loss of $160.0 million, amortization of discounts on marketable securities of $3.3 million, and net changes in operating assets and liabilities of $1.9 million. This was partially offset by non-cash charges of $33.8 million, $2.0 million, and $1.6 million for equity-based compensation, non-cash lease expense, and non-cash interest expense, respectively,

For the six months ended June 30, 2025, operating activities used $110.5 million of cash, primarily due to a net loss of $121.4 million, net changes in our operating assets and liabilities of $9.8 million and amortization of discounts on marketable securities of $4.1 million. This was partially offset by non-cash charges of $22.5 million and $1.8 million for equity-based compensation and lease expense, respectively.

*Net Cash (used in) provided by Investing Activities*

For the six months ended June 30, 2026, net cash used in investing activities was $417.2 million, primarily related to the $736.0 million purchase of marketable securities. This was partially offset by $318.8 million in maturities of marketable securities.

For the six months ended June 30, 2025, net cash provided by investing activities was $91.1 million primarily related to $241.8 million in maturities of marketable securities. This was partially offset by the $145.6 million purchase of marketable securities and $5.1 million purchase of property and equipment.

*Net Cash provided by Financing Activities*

For the six months ended June 30, 2026, financing activities provided $518.2 million of cash, primarily due to $377.4 million of net proceeds from the issuance of common stock, $97.8 million of proceeds from the Revenue Share Agreement with BXLS, $28.9 million of net proceeds from our ATM Facility, and $14.1 million of proceeds from the exercise of stock options and employee stock purchase plan purchases.

For the six months ended June 30, 2025, financing activities provided $1.8 million of cash, primarily related to the exercise of stock options.

***Contractual Obligations and Other Commitments***

We enter into contracts in the normal course of business with CROs, contract manufacturing organizations ("CMOs") and other third parties for preclinical research studies and testing, clinical trials, manufacturing and other services. As of June 30, 2026, payments due upon cancellation consist only of payments for services provided and expenses incurred up to the date of cancellation, including non-cancelable obligations of our service providers and, in some cases, wind-down costs, or an exit fee. The exact amounts of such obligations are dependent on the timing of termination and the terms of the associated agreement. Accordingly, these payments are not disclosed as the amount and timing of such payments are not known.

Our agreements to license intellectual property include potential milestone payments that are dependent upon the development of products using the intellectual property licensed under the agreements and contingent upon the achievement of specific development and clinical milestones. As of June 30, 2026, we have incurred $17.0 million of the maximum aggregate potential milestone payments. We are also obligated to pay royalties to (i) Paragon at a royalty rate of a low single-digit percentage based on net sales of any products under the License Agreements, once commercialized and (ii) WuXi Biologics at a royalty rate of a fraction of a single digit percentage of global net sales of WuXi Biologics Licensed Products manufactured by a third-party manufacturer.

We do not have any off-balance sheet arrangements that are material or reasonably likely to become material to our financial condition or results of operations.

**Critical Accounting Policies and Significant Judgments and Estimates**

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

We define our critical accounting policies as those accounting principles generally accepted in the United States of America that are most critical to the judgments and estimates used in the preparation of our condensed consolidated financial statements. While our significant accounting policies are described in more detail in Note 2 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report, we believe that our most critical accounting policies are those relating to Research and Development Expenses, which are described under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations – Critical Accounting Policies and Significant Judgment and Estimates" in our Annual Report on Form 10-K. There have been no material changes to our critical accounting policies from those described in the Annual Report on Form 10-K apart from the estimates for our Revenue Share Liability as described below.

***Revenue Share Liability***

The revenue share liability represents amounts received from BXLS under the Revenue Share Agreement, which we account for as a debt financing under ASC 470. It is initially recorded net of debt issuance costs and subsequently measured using the effective interest method, with the carrying amount increasing for non-cash interest expense and decreasing as Revenue Share Payments are made to BXLS. Our estimates of future Revenue Share Payments involve a number of judgments and assumptions, including but not limited to the timing of regulatory approval and commercial launch of zumilokibart, projected net product sales, and market penetration. Key assumptions are reviewed at each reporting date and adjusted as needed. Changes in any one of these assumptions could materially impact the effective interest rate and carrying value of the liability, as well as the amount of non-cash interest expense recognized in future periods.

**Recently Issued Accounting Pronouncements**

We have reviewed all recently issued accounting standards and have determined that, other than as disclosed in Note 2 to our condensed consolidated financial statements included elsewhere in this Quarterly Report, such standards are not expected to have a material impact on our consolidated financial statements or do not otherwise apply to our operations.

## Item 3. Quantitative and Qualitative Disclosures About Market Risk

### *Interest Rate Risk*

We are exposed to market risk related to changes in interest rates. We had cash, cash equivalents, short-term and long-term marketable securities of $1.3 billion as of June 30, 2026, which consisted primarily of U.S. Treasury Securities, Commercial Paper, U.S. Government Bonds, and Corporate Securities.

The primary objective of our investment activities is to preserve capital to fund our operations. We also seek to maximize income from our investments without assuming significant risk. To achieve our objectives, we maintain a portfolio of investments in a variety of securities of high credit quality and short and intermediate-term duration, according to our audit committee-approved investment policy. Our investments are subject to interest rate risk and could fall in value if market interest rates increase. Our primary exposure to market risk is interest income volatility, which is sensitive to changes in the general level of interest rates; however due to the low risk profiles of our investments, we do not anticipate a significant exposure to interest rate risk on the fair market value of our investments. We believe the effect of a hypothetical 10% change in market interest rates would not have had a material impact on our historical consolidated financial statements for the periods presented.

### *Foreign Currency Risk*

The majority of our transactions occur in U.S. dollars. However, we do have certain transactions that are denominated in currencies other than the U.S. dollar, and we therefore are subject to foreign exchange risk. The fluctuation in the value of the U.S. dollar against other currencies affects the reported amounts of expenses, assets and liabilities primarily associated with a limited number of clinical and manufacturing activities. Due to the uncertain timing of expected payments in foreign currencies, we do not utilize any forward exchange contracts. All foreign transactions settle on the applicable spot exchange basis at the time such payments or transactions are made. We believe the effect of a hypothetical 10% change in foreign currency exchange rates applicable to our business would not have had a material impact on our historical consolidated financial statements for the periods presented.

### *Inflation Risk*

Although we do not believe that inflation has had a material effect on our business, financial position or results of operations to date, we may experience some effect due to an impact on the costs to conduct clinical trials, manufacturing and supply costs, labor costs, and other operational costs. Inflationary costs could adversely affect our business, financial condition and results of operations.

## Item 4. Controls and Procedures

### Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and our principal financial officer, evaluated, as of the end of the period covered by this Quarterly Report, the effectiveness of our disclosure controls and procedures. Based on this evaluation of our disclosure controls and procedures as of June 30, 2026, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures as of such date were effective at the reasonable assurance level. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act (as defined below) means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act of 1934, as amended (the “Exchange Act”) are recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act 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. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and our management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

### Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended June 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II - OTHER INFORMATION

### Item 1. Legal Proceedings

From time to time, we may become involved in legal proceedings relating to claims arising from the ordinary course of business. Our management believes that there are currently no claims or actions pending against us, the ultimate disposition of which could have a material adverse effect on our results of operations, financial condition or cash flows.

### Item 1A. Risk Factors

*Investing in our common stock involves a high degree of risk. Before you decide to invest in our common stock, you should consider carefully the risks described below, together with the other information contained in this Quarterly Report, including "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our unaudited condensed financial statements and related notes. We believe the risks described below are the risks that are material to us as of the date of this Quarterly Report. Some of the factors, events and contingencies discussed below may have occurred in the past, but the disclosures below are not representations as to whether or not the factors, events or contingencies have occurred in the past, and instead reflect our beliefs and opinions as to the factors, events, or contingencies that could materially and adversely affect us in the future. If any of the following risks actually occur, our business, financial condition, results of operations and future growth prospects could be materially and adversely affected. In these circumstances, the market price of our common stock could decline, and you may lose all or part of your investment.*

### Risk Factor Summary

Below is a summary of the material risks to our business, our operations and an investment in our common stock. This summary does not address all of the risks that we face. Risks and uncertainties not presently known to us or that we presently deem less significant may also impair our business operations. Additional discussion of the risks summarized in this risk factor summary, and other risks that we face, can be found below and should be carefully considered, together with other information in this Quarterly Report in its entirety before making investment decisions regarding our common stock.

- We may not complete the Merger within the time frame we anticipate or at all, which could have an adverse effect on our business, financial results and/or operations.
- While the Merger Agreement is in effect, we are subject to restrictions on our business activities.
- We are a clinical stage biotechnology company with a limited operating history, we are currently conducting clinical trials, and we have no products approved for commercial sale, which may make it difficult for you to evaluate our current business and likelihood of success and viability.
- We will require substantial additional capital to finance our operations in the future. If we are unable to raise such capital when needed, or on acceptable terms, we may be forced to delay, reduce and/or eliminate one or more of our development programs or future commercialization efforts.
- We have incurred significant losses since inception, and we expect to incur significant losses for the foreseeable future and may not be able to achieve or sustain profitability in the future. We have no products approved for sale, have not generated any revenue from our programs and may never generate revenue or become profitable.
- We face competition from entities that have developed or may develop programs for the diseases addressed by our programs.
- Our programs are in clinical and preclinical stages of development and may fail in development or suffer delays that materially and adversely affect their commercial viability.
- We are substantially dependent on the success of our programs, zumilokibart (APG777), APG279, APG273, APG990, APG333, APG531 and APG808, and our ongoing and anticipated clinical trials of such programs may not be successful.
- Our approach to the discovery and development of our programs has not yet led to regulatory approval, and if approval is ultimately achieved, we may not be successful in our efforts to build a pipeline of programs with commercial value.
- Preclinical and clinical development involves a lengthy and expensive process that is subject to delays and with uncertain outcomes, and results of earlier studies and trials may not be predictive of future clinical trial results.

- If we encounter difficulties enrolling patients in our future clinical trials, our clinical development activities could be delayed or otherwise adversely affected.
- We rely on collaborations and licensing arrangements with third parties. If we are unable to maintain these collaborations or licensing arrangements, or if these collaborations or licensing arrangements are not successful, our business could be negatively impacted.
- We currently rely, and plan to rely in the future, on third parties to conduct and support our preclinical studies and clinical trials. If these third parties do not properly and successfully carry out their contractual duties or meet expected deadlines, we may not be able to obtain regulatory approval of or commercialize our programs.
- We currently rely, and expect to rely in the future, on the use of manufacturing suites in third-party facilities or on third parties to manufacture our products, and we may rely on third parties to produce and process our products, if approved. Our business could be adversely affected if we are unable to use third-party manufacturing suites or if the third-party manufacturers encounter difficulties in production.
- Our ability to protect our patents and other proprietary rights is uncertain, exposing us to the possible loss of competitive advantage.
- We may be subject to patent infringement claims or may need to file claims to protect our intellectual property, which could result in substantial costs and liability and prevent us from commercializing our potential products.
- The regulatory approval processes of the FDA and other comparable foreign regulatory authorities are lengthy, time-consuming and inherently unpredictable.

**Risks Related to the Pending Merger**

***We may not complete the Merger within the time frame we anticipate or at all, which could have an adverse effect on our business, financial results and/or operations.***

The completion of the pending Merger is conditioned upon (i) the adoption of the Merger Agreement and approval of the Merger by the holders of at least a majority of the outstanding shares of our voting common stock, (ii) for so long as at least 6,061,821 shares of our non-voting common stock remain issued and outstanding, the adoption of the Merger Agreement and approval of the Merger by at least a majority of the outstanding shares of our non-voting common stock, (iii) the expiration or earlier termination of any waiting period (and any extension thereof) under the HSR Act and the filings specified on the Company Disclosure Schedule to the Merger Agreement (which will also include filings to be made to the U.K. Competition and Markets Authority under the U.K. Enterprise Act of 2002 or the European Commission under Article 22 of the EU Merger Regulation, in each case, if such authority indicates in writing to AbbVie that it has decided to formally investigate the Merger or has received a referral request, as applicable) and any voluntary commitment or agreement with the FTC, DOJ or any other governmental body not to consummate the Merger, (iv) the absence of legal restraints preventing or otherwise making illegal the consummation of the Merger, (v) the accuracy of representations and warranties that we made and compliance by us with covenants contained in the Merger Agreement, subject to qualifications, (vi) there not having been a "Material Adverse Effect" (as defined in the Merger Agreement) with respect to us since the date of the Merger Agreement that is continuing, and (vii) other customary conditions.

As previously disclosed in the Proxy Statement, we and Parent each filed a notification of the proposed Merger with the FTC and DOJ under the HSR Act on July 6, 2026. On August 5, 2026, the applicable waiting period under the HSR Act expired. The expiration of the waiting period under the HSR Act satisfies one of the conditions to the completion of the Merger.

Also as previously disclosed in the Proxy Statement, on July 7, 2026, Parent filed a notification under the German Act against Restraints of Competition 1957, as amended, with the FCO. As disclosed in the Proxy Supplement, Parent obtained from the FCO unconditional clearance for the Merger in Germany. In addition, as previously disclosed in the Proxy Statement, on July 7, 2026, Parent filed a notification under the Austrian Cartel Act 2005, as amended, with the Austrian Federal Competition Authority, for which the Phase 1 statutory review period expired on August 4, 2026. Accordingly, the closing conditions relating to the receipt of Regulatory Approvals with respect to the German Act against Restraints of Competition 1957, as amended, and the Austrian Cartel Act 2005, as amended, have been satisfied.

As previously disclosed in the Proxy Supplement, on July 27, 2026, Parent also filed a notification under the Australian Competition and Consumer Act 2010, as amended, with the ACCC, for which the Phase 1 statutory review period will expire on September 7, 2026, unless such period is terminated earlier by the ACCC. Completion of the Merger remains subject to the satisfaction or waiver of other customary closing conditions described in the Merger Agreement, including the receipt of any clearance, consent or affirmative approval applicable to the filings specified on the Company Disclosure Schedule to the Merger Agreement.

In addition, the Merger Agreement may be terminated under specified circumstances, including, but not limited to, a change in the recommendation of our board of directors or a termination of the Merger Agreement by us to enter into an agreement for a "Superior Proposal," as defined in the Merger Agreement. We could also be required to pay Parent a termination fee of $381,273,716 if the Merger Agreement is terminated under specific circumstances described in the Merger Agreement. As a result, we cannot assure you that the Merger will be completed, or that, if completed, it will be exactly on the terms set forth in the Merger Agreement or within the expected time frame.

If the transaction is not completed within the expected time frame or at all, we may be subject to a number of material risks. The price of our common stock may decline to the extent that current market prices of our common stock reflect a market assumption that the transaction will be completed. The failure to complete the transaction also may result in negative publicity and negatively affect our relationship with our stockholders, employees, collaborators, regulators and other business partners. We may also be required to devote significant time and resources to litigation related to any failure to complete the Merger or related to any enforcement proceeding commenced against us to perform our obligations under the Merger Agreement.

***The pendency of the Merger could adversely affect our business, financial results and/or operations.***

Our efforts to complete the Merger could cause substantial disruptions in, and create uncertainty surrounding, our business, which may materially adversely affect our results of operation and our business. Uncertainty as to whether the transaction will be completed may affect our ability to recruit prospective employees or to retain and motivate existing employees. Employee retention may be particularly challenging while the transaction is pending because employees may experience uncertainty about their roles following consummation of the transaction. A substantial amount of our management's and employees' attention is being directed toward the completion of the transaction and thus is being diverted from our day-to-day operations. Uncertainty as to our future could adversely affect our business and our relationships with vendors, manufacturers, regulators and other business partners. Changes to or termination of existing business relationships could adversely affect our results of operations and financial condition, as well as the market price of our common stock. The adverse effects of the pendency of the transaction could be exacerbated by any delays in the completion of the transaction or termination of the Merger Agreement.

***While the Merger Agreement is in effect, we are subject to restrictions on our business activities.***

While the Merger Agreement is in effect, we are subject to restrictions on our business activities, generally requiring us to conduct our business in the ordinary course and subjecting us to a variety of specified limitations absent Parent's prior consent. These limitations include, among other things, restrictions on our ability to incur additional indebtedness, issue additional shares of our common stock outside of existing equity plans, repurchase shares, declare or pay dividends, acquire or dispose of assets or businesses (subject to limited exceptions), enter into or amend contracts and make capital expenditures above specified thresholds. These restrictions could prevent us from pursuing strategic business opportunities, taking actions with respect to our business that we may consider advantageous and responding effectively and/or timely to competitive pressures and industry developments, and may as a result materially and adversely affect our business, results of operations and financial condition.

***In specified instances, the Merger Agreement requires us to pay a termination fee to Parent, which could require us to use available cash that would have otherwise been available for general corporate purposes.***

Under the terms of the Merger Agreement, we may be required to pay Parent a termination fee of $381,273,716 if the Merger Agreement is terminated under specific circumstances described in the Merger Agreement. If the Merger Agreement is terminated under such circumstances, the termination fee we may be required to pay under the Merger Agreement may require us to use available cash that would have otherwise been available for general corporate purposes and other uses. For these and other reasons, termination of the Merger Agreement could materially and adversely affect our business operations and financial condition, which in turn would materially and adversely affect the price of our common stock.

***We have incurred, and will continue to incur, direct and indirect costs as a result of the pending Merger.***

We have incurred, and will continue to incur, significant costs and expenses, including fees for professional services and other transaction costs, in connection with the pending transaction. We must pay substantially all of these costs and expenses whether or not the transaction is completed. There are a number of factors beyond our control that could affect the total amount or the timing of these costs and expenses.

***Additional lawsuits may be filed against us and the members of our board of directors arising out of the Merger, which may delay or prevent the Merger.***

Putative stockholder complaints, including stockholder class action complaints, and other complaints may be filed against us, our board of directors, Parent, AbbVie, AbbVie's board of directors and others in connection with the transactions contemplated by the Merger Agreement. As disclosed in the Proxy Supplement filed on August 3, 2026, we have received demand letters from purported stockholders relating to disclosures made in the Proxy Statement. The outcome of litigation is inherently uncertain, and we may not be successful in defending against any such future claims. Additional lawsuits that may be filed against us, our board of directors, Parent, AbbVie, AbbVie's board of directors could delay or prevent the Merger, divert the attention of our management and employees from our day-to-day business and otherwise adversely affect us financially.

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

***We are a clinical stage biotechnology company with a limited operating history, we are currently conducting clinical trials, and we have no products approved for commercial sale, which may make it difficult for you to evaluate our current business and likelihood of success and viability.***

We are a clinical stage biotechnology company with limited operating history. Since our inception in 2022, we have incurred significant operating losses and have utilized substantially all of our resources to date in-licensing and developing our programs, organizing and staffing our company and providing other general and administrative support for our operations. We have limited experience as a company in initiating, conducting or completing clinical trials. In part because of this limited experience, we cannot be certain that our planned clinical trials will begin or be completed on time, if at all, or that our ongoing clinical trials will be completed on time, if at all. In addition, we have not yet demonstrated an ability to obtain marketing approvals, manufacture a commercial-scale product or arrange for a third party to do so on our behalf, or conduct sales, marketing and distribution activities necessary for successful product commercialization. Consequently, any predictions you make about our future success or viability may not be as accurate as they could be if we had a longer operating history.

In addition, as our business grows, we may encounter unforeseen expenses, restrictions, difficulties, complications, delays and other known and unknown factors. We continue to work to transition from a company with an early research and development focus to a company capable of supporting larger scale clinical trials and eventually commercial activities. We may not be successful in such a transition.

***We will require substantial additional capital to finance our operations in the future. If we are unable to raise such capital when needed, or on acceptable terms, we may be forced to delay, reduce and/or eliminate one or more of our development programs or future commercialization efforts.***

Developing biotechnology products is a very long, time-consuming, expensive and uncertain process that takes years to complete. We expect our expenses to increase in connection with our ongoing activities, particularly as we conduct clinical trials of, and seek marketing approval for our programs, zumilokibart, APG279, APG273, APG990, APG333, APG531 and APG808, and any future programs and product candidates. Even if one or more of the product candidates that we develop is approved for commercial sale, we anticipate incurring significant costs associated with sales, marketing, manufacturing and distribution activities to launch any such product. Our expenses could increase beyond expectations if we are required by the FDA or other regulatory agencies to perform preclinical studies or clinical trials in addition to those that we are currently conducting or anticipate.

Because the design of our planned and anticipated clinical trials, as well as the outcome of our ongoing, planned and anticipated clinical trials are highly uncertain, we cannot reasonably estimate the actual amount of funding that will be necessary to successfully complete the development and commercialization of any program we develop. Our future capital requirements depend on many factors, including but not limited to:

- the rate of progress in the development of our zumilokibart, APG279, APG273, APG990, APG333, APG531 and APG808 programs, including for expansion indications beyond AD, asthma and EoE;
- the scope, progress, results and costs of preclinical studies and clinical trials for any other current and future programs;
- the number and characteristics of programs and technologies that we develop or may in-license;
- the costs and timing of future commercialization activities, including manufacturing, marketing, sales and distribution, for any of our product candidates for which we receive marketing approval;

- the costs necessary to obtain regulatory approvals, if any, for any approved products in the United States and other jurisdictions, and the costs of post-marketing studies that could be required by regulatory authorities in jurisdictions where approval is obtained;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending any intellectual property-related claims, including claims of infringement, misappropriation or other violation of third-party intellectual property;
- the continuation of our existing collaborations and licensing and other arrangements and entry into new collaborations and licensing and other arrangements that may be necessary or desirable to develop, manufacture or commercialize our product candidates;
- the costs we incur in maintaining business operations;
- the costs of hiring additional clinical, quality control, manufacturing and other scientific personnel;
- the costs of adding operational, financial and management information systems and personnel;
- global macroeconomic conditions;
- the costs associated with being a public company;
- the costs and timing of future laboratory facilities;
- the revenue, if any, received from commercial sales of our products for which we receive marketing approval;
- the effect of competing technological and market developments; and
- the extent to which we acquire or invest in businesses, products and technologies, including entering into licensing or collaboration arrangements for programs.

Accordingly, we may require additional funding to achieve our business objectives. We do not have any committed external sources of funds. Although we have entered into the Revenue Share Agreement, additional milestone payments under the Revenue Share Agreement are subject to the satisfaction of conditions, which may not be met. And, adequate additional financing may not be available to us on acceptable terms, or at all. We may be required to seek additional funds sooner than planned through public or private equity offerings, debt financings, collaborations and licensing arrangements or other sources. Such financing may dilute our stockholders or the failure to obtain such financing may restrict our operating activities. Any additional fundraising efforts may divert our management from their day-to-day activities, which may adversely affect our business. 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 may include liquidation or other preferences and anti-dilution protections that adversely affect your rights as a stockholder. Debt financing may result in imposition of debt covenants, increased fixed payment obligations or other restrictions that may affect our business. If we raise additional funds through strategic collaborations, licensing arrangements, royalty financings or other collaborations with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs, or product candidates or grant licenses on terms that may not be favorable to us. Our ability to raise additional capital may be adversely impacted by global macroeconomic conditions and volatility in the credit and financial markets in the United States and worldwide, including resulting from tariffs and trade restrictions, public health crises, the conflict between Russia and Ukraine or the conflicts in the Middle East. For example, escalating trade tensions, uncertainty around interest rates and regulatory uncertainty have caused significant market volatility in recent months, and particularly in the biotechnology and biopharmaceutical industries, which such volatility can have an adverse effect on the ability to raise capital. Our failure to raise capital as and when needed or on acceptable terms would have a negative impact on our financial condition and our ability to pursue our business strategy, and we may be required to delay, limit, suspend or terminate our product development programs. Our failure to raise capital as and when needed or on acceptable terms could also have a negative impact on any future commercialization efforts or we may be required to grant rights to develop and market product candidates to third parties that we would otherwise prefer to develop and market ourselves.

***We have incurred significant losses since inception, and we expect to incur significant losses for the foreseeable future and may not be able to achieve or sustain profitability in the future. We have no products approved for sale, have not generated any revenue from our programs and may never generate revenue or become profitable.***

Investment in biotechnology product development is a highly speculative undertaking and entails substantial upfront capital expenditures and significant risks that any program will fail to demonstrate adequate efficacy or an acceptable safety profile, gain regulatory approval and become commercially viable. We have no products approved for commercial sale, we have not generated any revenue from product sales to date, and we continue to incur significant research and development and other expenses related to our ongoing operations. We do not expect to generate product revenue unless or until we successfully complete preclinical and clinical development and obtain regulatory approval of, and then successfully commercialize, at least one of our product candidates. We may never succeed in these activities and, even if we do, may never generate revenues that are significant or large enough to achieve profitability. If we are unable to generate sufficient revenue through the sale of any approved products, we may be unable to continue operations without additional funding.

We have incurred significant net losses in each period since we commenced operations in February 2022. We generated a net loss of $160.0 million for the six months ended June 30, 2026. As of June 30, 2026, we had an accumulated deficit of $721.7 million. We expect to continue to incur significant losses for the foreseeable future. Our operating expenses and net losses may fluctuate significantly from quarter to quarter and year to year. We anticipate that our expenses will increase substantially if and as we:

- advance our existing and future programs through preclinical and clinical development, including expansion into additional indications;
- seek to identify additional programs and additional product candidates;
- maintain, expand, enforce, defend and protect our intellectual property portfolio;
- seek regulatory and marketing approvals for our programs;
- seek to identify, establish and maintain additional collaborations and license agreements;
- make milestone payments to Paragon under the License Agreements and licensing and royalty payments to WuXi Biologics under the Cell Line License Agreement and under any additional future collaboration or license agreements that we enter into;
- ultimately establish a sales, marketing and distribution infrastructure to commercialize any drug products for which we may obtain marketing approval, either by ourselves or in collaboration with others;
- generate revenue from commercial sales of product candidates for which we receive marketing approval;
- hire additional personnel including research and development, clinical and commercial personnel;
- add operational, financial and management information systems and personnel, including personnel to support our product development;
- acquire or in-license products, intellectual property and technologies;
- develop and manufacture our clinical supplies and access commercial-scale current good manufacturing practices (“cGMP”) capacity and capabilities through third parties or our own manufacturing facility; and
- continue to operate as a public company.

In addition, our expenses will increase if, among other things, we are required by the FDA or other regulatory authorities to perform trials or studies in addition to, or different than, those that we currently anticipate, there are any delays in completing our clinical trials or the development of any of our programs, or there are any third-party challenges to our intellectual property or we need to defend against any intellectual property-related claim.

Even if we obtain marketing approval for, and are successful in commercializing, one or more of our product candidates, we expect to incur substantial additional research and development and other expenditures to develop and market additional product candidates and/or to expand the approved indications of any marketed product. We may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenue.

Our failure to become profitable would decrease the value of our company and could impair our ability to raise capital, maintain our research and development efforts, expand our business and/or continue our operations. A decline in the value of our company could also cause you to lose all or part of your investment.

***We may not be entitled to obtain additional milestone payments under the BXLS Revenue Share Agreement, and we will be required to make payments to BXLS under the Revenue Share Agreement if the Merger is consummated.***

In May 2026, we entered into the Revenue Share Agreement with BXLS. In addition to the $100.0 million we received at signing in exchange for BXLS's right to receive tiered Revenue Share Payments with respect to annual worldwide Net Sales of zumilokibart, the Revenue Share Agreement made available to us up to an additional $700.0 million in milestone payments in exchange for additional Revenue Share Payments. However, these additional milestone payments are subject to the satisfaction of conditions related to our planned registrational monotherapy Phase 3 clinical trials of zumilokibart in patients with AD and zumilokibart's receipt of marketing approval from the FDA for the treatment of AD on or prior to December 31, 2030. Should we not satisfy the conditions of the applicable milestones, or if we fail to meet our obligations or default under this agreement, the actual amount of additional milestone payments to us could be substantially less than the maximum amounts available thereunder.

Further, consummation of the Merger would trigger the change of control provisions of the Revenue Share Agreement, thereby requiring us to pay a specified amount to BXLS. Such amounts will be credited against future Revenue Share Payments otherwise payable to BXLS following the consummation of the Merger. In the alternative, in lieu of the required change of control payment, we have the option to exercise a Buy-Back Option. If we exercise a Buy-Back Option, BXLS's revenue participation rights will be adjusted downward in accordance with the Revenue Share Agreement.

Under the Revenue Share Agreement, we have also granted to BXLS a back-up security interest in certain collateral related to the Revenue Share Payments and zumilokibart product rights to secure our obligations under the Revenue Share Agreement. If we are unable to comply with our obligations, BXLS may be entitled to exercise remedies with respect to such collateral, including taking possession of such collateral, which could significantly harm our business, financial condition and results of operations. This backup security interest will terminate upon the later of (a) a change of control with a permitted transferee and (b) BXLS's receipt of the applicable change of control payment.

**Risks Related to Discovery, Development and Commercialization**

***We face competition from entities that have developed or may develop programs for the diseases addressed by our product candidates.***

The development and commercialization of drugs is highly competitive. Our product candidates, if approved, will face significant competition and our failure to effectively compete may prevent us from achieving significant market penetration. We compete with a variety of multinational biopharmaceutical companies, specialized biotechnology companies and emerging biotechnology companies, as well as academic institutions, governmental agencies, and public and private research institutions, among others. Many of the companies with which we are currently competing or will compete against in the future have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals, and marketing approved products than we do. Mergers and acquisitions in the pharmaceutical and biotechnology industry may result in even more resources being concentrated among a smaller number of our competitors. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These competitors also compete with us in recruiting and retaining qualified scientific and management personnel, establishing clinical trial sites, patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Our competitors have developed, are developing or will develop programs and processes competitive with our programs and processes. Competitive therapeutic treatments include those that have already been approved and accepted by the medical community and any new treatments that are in development and approved following the launch of our products. Our success will depend partially on our ability to develop and commercialize products that have a competitive safety, efficacy, dosing and/or presentation profile. Our commercial opportunity and success could be reduced or eliminated if competing products are safer, more effective, have a more attractive dosing profile or presentation or are less expensive than the products we develop, or if biosimilars enter the market more quickly than we do and are able to gain market acceptance. See the section titled "Business—Competition" in our Annual Report on Form 10-K for the year ended December 31, 2025 for a more detailed description of our competitors and the factors that may affect the success of our programs.

In addition, because of the competitive landscape for I&I indications, we may also face competition for clinical trial enrollment. Patient enrollment will depend on many factors, including if potential clinical trial patients choose to undergo treatment with approved products or enroll in competitors' ongoing clinical trials for product candidates that are under development for the same indications as

our product candidates. An increase in the number of approved products for the indications we are targeting with our programs may further exacerbate this competition. Our inability to enroll a sufficient number of patients could, among other things, delay our development timeline, which may further harm our competitive position.

***Our programs are in clinical and preclinical stages of development and may fail in development or suffer delays that materially and adversely affect their commercial viability. If we or our current or future collaborators are unable to complete development of, or commercialize our product candidates or experience significant delays in doing so, our business will be materially harmed.***

We have no products on the market and we have not completed any pivotal clinical trials. As a result, we expect it will be many years before we commercialize any product candidate, if ever. Our ability to achieve and sustain profitability depends on obtaining regulatory approvals for, and successfully commercializing, our product candidates, either alone or with third parties, and we cannot guarantee you that we will ever obtain regulatory approval for any of our product candidates. We have not yet demonstrated our ability to complete any pivotal clinical trials, obtain regulatory approvals, manufacture a commercial scale product or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful product commercialization. Before obtaining regulatory approval for the commercial distribution of our product candidates, we or an existing or future collaborator must conduct extensive preclinical tests and clinical trials to demonstrate the safety and efficacy in humans of our programs and future product candidates.

We or our collaborators may experience delays in initiating or completing clinical trials. We or our collaborators also may experience numerous unforeseen events during, or as a result of, any current or future clinical trials that we could conduct that could delay or prevent our ability to receive marketing approval or commercialize our product candidates or any future product candidates, including:

- regulators or institutional review boards ("IRBs"), the FDA or ethics committees may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- we may experience delays in reaching, or fail to reach, agreement on acceptable terms with prospective trial sites and prospective CROs, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- clinical trial sites deviating from trial protocols or dropping out of a trial;
- clinical trials of any programs may fail to show safety or efficacy, produce negative or inconclusive results and we may decide, or regulators may require us, to conduct additional preclinical studies or clinical trials or we may decide to abandon product development programs;
- the number of subjects required for clinical trials of any programs may be larger than we anticipate, especially if regulatory bodies require completion of non-inferiority or superiority trials, enrollment in these clinical trials may be slower than we anticipate or subjects may drop out of these clinical trials or fail to return for post-treatment follow-up at a higher rate than we anticipate;
- our third-party contractors may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all, or may deviate from the clinical trial protocol or drop out of the trial, which may require that we add new clinical trial sites or investigators;
- we may elect to, or regulators, IRBs or ethics committees may require that we or our investigators amend clinical trial protocols, which could extend the development timeline of our programs;
- we may elect to, or regulators, IRBs or ethics committees may require that we or our investigators, suspend or terminate clinical research or trials for various reasons, including noncompliance with regulatory requirements or a finding that the participants in our trials are being exposed to unacceptable health risks;
- the cost of clinical trials of any of our programs may be greater than we anticipate;
- the quality of our programs or other materials necessary to conduct clinical trials of our programs may be inadequate to initiate or complete a given clinical trial;
- we may be unable to manufacture sufficient quantities of our drug products for use in clinical trials, or there may be delays in manufacturing or distribution;
- reports from clinical testing of other therapies may raise safety or efficacy concerns about our programs;

- we may fail to establish an appropriate safety profile for a program based on clinical or preclinical data for such programs as well as data emerging from other therapies in the same class as our programs; and
- the FDA or other regulatory authorities may require us to submit additional data or impose other requirements before permitting us to proceed with proposed clinical trial.

Commencing clinical trials in the United States is subject to acceptance by the FDA of an IND or similar clinical trial application. In the event that the FDA requires us to complete additional preclinical studies or we are required to satisfy other FDA requests prior to commencing future clinical trials, the start of such clinical trials may be delayed. Even after we receive and incorporate guidance from these regulatory authorities, the FDA or other regulatory authorities could disagree that we have satisfied their requirements to commence any future clinical trial or change their position on the acceptability of our trial design or the clinical endpoints selected, which may require us to complete additional preclinical studies or clinical trials, delay the enrollment of our clinical trials or impose stricter approval conditions than we currently expect. There are equivalent processes and risks applicable to clinical trial applications in other countries, including the United Kingdom ("UK") and countries in the European Union ("EU").

We may not have the financial resources to continue development of, or to modify existing or enter into new collaborations for, a program if we experience any issues that delay or prevent regulatory approval of, or our ability to commercialize, our product candidates. We or our current or future collaborators' inability to complete development of, or commercialize our product candidates, or significant delays in doing so, could have a material and adverse effect on our business, financial condition, results of operations and prospects.

***We are substantially dependent on the success of our product candidates, zumilokibart, APG279, APG273, APG990, APG333, APG531 and APG808, and our ongoing and anticipated trials may not be successful.***

Our future success is substantially dependent on our ability to timely obtain marketing approval for, and then successfully commercialize, our product candidates, including zumilokibart, APG279, APG273, APG990, APG333, APG531 and APG808. We are investing a majority of our efforts and financial resources into the research and development of these product candidates and currently have ongoing clinical trials in zumilokibart, APG279, APG990 and APG333. The success of our product candidates is substantially dependent on observing a longer half-life of our product candidates in humans than other mAbs currently marketed and in development as we believe this longer half-life has the potential to result in a more favorable dosing schedule for our product candidates, assuming they successfully complete clinical development and obtain marketing approval. This is based in part on the assumption that the longer half-life we have observed in non-human primates ("NHPs") will translate into an extended half-life of our product candidates in humans. To the extent we do not observe this extended half-life when we dose humans with our product candidates or if there are unexpected tolerability issues, including when dosed in combination, it would significantly and adversely affect the clinical and commercial potential of our product candidates.

Our product candidates will require additional clinical development, evaluation of clinical, preclinical and manufacturing activities, marketing approval in multiple jurisdictions, substantial investment and significant marketing efforts before we generate any revenues from product sales. We are not permitted to market or promote these product candidates, or any other product candidates, before we receive marketing approval from the FDA and comparable foreign regulatory authorities, and we may never receive such marketing approvals.

The success of our product candidates will depend on a variety of factors. We do not have complete control over many of these factors, including certain aspects of clinical development and the regulatory submission process, potential threats to our intellectual property rights and the manufacturing, marketing, distribution and sales efforts of any future collaborator. Accordingly, we cannot assure you that we will ever be able to generate revenue through the sale of these products, even if approved. If we are not successful in commercializing zumilokibart, APG279, APG273, APG990, APG333, APG531 and APG808 including potential combinations of certain of our product candidates, or are significantly delayed in doing so, our business will be materially harmed.

***If we do not achieve our projected development goals in the time frames we announce and expect, the commercialization of our product candidates may be delayed and our expenses may increase and, as a result, our stock price may decline.***

From time to time, we estimate the timing of the anticipated accomplishment of various scientific, clinical, regulatory and other product development goals, which we sometimes refer to as milestones. These milestones may include the commencement, receipt of interim results or completion of scientific studies and clinical trials, such as the expected timing for Phase 2 Part B maintenance data, initiation of the Phase 3 trial of zumilokibart for AD, initiation of clinical trials of zumilokibart for asthma and EoE, and the Phase 1b head-to-head clinical trial of APG279 against DUPIXENT in AD, as well as the submission of regulatory filings. From time to time, we may publicly announce the expected timing of some of these milestones. All of these milestones are and will be based on numerous assumptions. The actual timing of these milestones can vary dramatically compared to our estimates, in some cases for reasons beyond

our control. For example, we plan to conduct clinical trials in asthma and EoE with trial designs informed by the Phase 2 APEX Part B clinical trial of zumilokibart, as well as the Phase 1b clinical trial of zumilokibart in asthma, which has delayed the previously communicated initiation timing of the zumilokibart Phase 2b clinical trials in asthma and EoE. This change in milestone timing and any inability to meet other milestones as publicly announced, or at all, may delay the commercialization of our product candidates or commercialization may never be achieved and, as a result, our stock price may decline. Additionally, delays relative to our projected timelines are likely to cause overall expenses to increase, which may require us to raise additional capital sooner than expected and prior to achieving targeted development milestones.

***Our approach to the discovery and development of our programs has not yet led to regulatory approval, and if approval is ultimately achieved, we may not be successful in our efforts to build a pipeline of programs with commercial value.***

Our approach to the discovery and development of our programs leverages clinically validated mechanisms of action and incorporates advanced antibody engineering to optimize half-life and other properties designed to overcome limitations of existing therapies. Our programs are purposefully designed to improve upon existing product candidates and products while maintaining the same, well-established mechanisms of action. However, the scientific research that forms the basis of our efforts to develop programs using half-life extension technologies, including YTE and LS amino acid modification, is ongoing and may not result in viable product candidates. We have limited clinical data on product candidates utilizing YTE and LS half-life extension technologies, especially in I&I indications, demonstrating whether they are safe or effective for long-term treatment in humans. The long-term safety and efficacy of these technologies and the extended half-life and exposure profile of our product candidates compared to currently approved products is unknown.

In addition, we may in the future seek to discover and develop programs that are based on novel targets and technologies that are unproven. If our discovery activities fail to identify novel targets or technologies for drug discovery, or such targets prove to be unsuitable for treating human disease, we may not be able to develop viable additional programs. We and our existing or future collaborators may never receive approval to market and commercialize any program. Even if we or an existing or future collaborator obtains regulatory approval, the approval may be for targets, disease indications or patient populations that are not as broad as we intended or desired or may require labeling that includes significant use or distribution restrictions or safety warnings. If the products resulting from our programs prove to be ineffective, unsafe or commercially unviable, our programs and pipeline would have little, if any, value, which would have a material and adverse effect on our business, financial condition, results of operations and prospects.

***Preclinical and clinical development involves a lengthy and expensive process that is subject to delays and with uncertain outcomes, and results of earlier studies and trials may not be predictive of future clinical trial results. If our preclinical studies and clinical trials are not sufficient to support regulatory approval of any of our programs, we may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development of such program.***

Before obtaining marketing approval from regulatory authorities for the sale of any product, we must complete preclinical studies and conduct extensive clinical trials to demonstrate the safety and efficacy of our program in humans. Our clinical trials may not 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 depend on the availability of NHPs to conduct certain preclinical studies that we are required to complete prior to submitting an IND or foreign equivalent prior to initiating clinical development, and prior to submitting a marketing application. During the past several years, there was a global shortage of NHPs available for drug development. If the shortages occur in the future, this could cause significantly increased costs of obtaining or decreased availability of NHPs for our future preclinical studies. This could also result in delays in our development and approval timelines.

Furthermore, a failure of one or more clinical trials can occur at any stage of testing. The outcome of preclinical studies and early-stage clinical trials may not be predictive of the success of later clinical trials. Our clinical trials are subject to significant risk factors that can have a material and negative impact on outcomes, many of which are beyond our control. Such factors include unexpectedly high placebo rates, safety limitations and/or tolerability concerns. Other factors that can impact our clinical trial results include, without limitation, patient baseline demographics, clinical protocol adherence, and physician and patient scored outcome measures, among others. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain marketing approval of their product candidates. In addition, we expect to rely on patients to provide feedback on measures such as itch and quality of life, which are subjective and inherently difficult to evaluate. These measures can be influenced by factors outside of our control, and can vary widely from day-to-day for a particular patient, and from patient to patient and from site to site within a clinical trial.

We cannot be sure that the FDA will agree with our clinical development plan. We used the data from our Phase 1 trial of zumilokibart in healthy volunteers to support our Phase 2 trial in AD and plan to use such data to support Phase 2 trials in other I&I

indications. If the FDA requires us to conduct additional trials, enroll additional patients, or imposes trial enrollment restrictions for zumilokibart or any of our other programs, our development timelines may be delayed. We cannot be sure that submission of an IND, biologics license application ("BLA") or similar application will result in the FDA or comparable foreign regulatory authorities, as applicable, allowing clinical trials to begin in a timely manner, if at all. Moreover, even if these trials begin, issues may arise that could cause regulatory authorities to suspend or terminate such clinical trials. Events that may prevent successful or timely initiation or completion of clinical trials include: inability to generate sufficient preclinical, toxicology or other in vivo or in vitro data to support the initiation or continuation of clinical trials; delays in reaching a consensus with regulatory authorities on study design or implementation of the clinical trials; delays or failure in obtaining regulatory authorization to commence a trial; delays in reaching agreement on acceptable terms with prospective CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and clinical trial sites; delays in identifying, recruiting and training suitable clinical investigators; delays in obtaining required IRB approval at each clinical trial site; challenges and delays in activating planned clinical trial sites globally due to the impact of geopolitical tensions; delays in manufacturing, testing, releasing, validating or importing/exporting sufficient stable quantities of our programs for use in clinical trials or the inability to do any of the foregoing; failure by our CROs, other third parties or us to adhere to clinical trial protocols; failure to perform in accordance with the FDA's or any other regulatory authority's good clinical practice requirements ("GCPs") or applicable regulatory guidelines in other countries; changes to the clinical trial protocols; clinical sites deviating from trial protocol or dropping out of a trial; changes in regulatory requirements and guidance that require amending or submitting new clinical protocols; selection of clinical endpoints that require prolonged periods of observation or analyses of resulting data; transfer of manufacturing processes to larger-scale facilities operated by a CMO and delays or failure by our CMOs or us to make any necessary changes to such manufacturing process; and third parties being unwilling or unable to satisfy their contractual obligations to us.

We could also encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions in which such clinical trials are being conducted, by the Data Safety Monitoring Board or equivalent body, if any, for such clinical trial or by the FDA or comparable foreign regulatory authorities. Such authorities may suspend or terminate a clinical trial due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical trial 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 the programs, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. If we are required to conduct additional clinical trials or other testing of our programs beyond those that we currently contemplate, if we are unable to successfully complete clinical trials of our programs, if the results of these trials are not positive or are only moderately positive or if there are safety concerns, our business and results of operations may be adversely affected and we may incur significant additional costs.

***We anticipate developing certain product candidates for use in combination with one or more of our other product candidates, and regulatory issues, safety issues and efficacy results of the monotherapy product candidate may delay or prevent the development, approval and successful commercialization of our combination therapies.***

We anticipate developing certain product candidates for use in combination with one or more of our other product candidates, which may subject us to additional risks that are not faced for product candidates being administered as monotherapy. Obtaining approval for one or both monotherapies would not support regulatory approval, marketing or sale of the combination therapy.

The benefit risk profile of the combination therapy may be impacted by the efficacy and safety profile of the monotherapy. The adverse side effects of our monotherapy product candidates may be enhanced when combined with other product candidates. If such adverse side effects are experienced, we could be required to conduct additional preclinical and clinical studies, and if such adverse side effects are severe, we may not be able to continue the clinical trials of the combination therapy because the risks may outweigh the therapeutic benefit of the combination. In addition, the FDA or comparable foreign regulatory authorities may require us to conduct additional unplanned clinical trials, or to use more complex clinical trial designs in order to evaluate the contribution of each product candidate to any observed effects. Further, we cannot be sure that healthcare providers will view our product candidates, if approved as part of a combination treatment, as sufficiently superior to a treatment regimen consisting of only the monotherapy product candidate.

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

We may experience difficulties in patient enrollment in our current and future clinical trials for a variety of reasons. The timely completion of clinical trials in accordance with their protocols depends, among other things, on our ability to enroll a sufficient number of patients who remain in the trial until its conclusion. The enrollment of patients in current or future trials for any of our programs will depend on many factors, including if patients choose to enroll in clinical trials, rather than using approved products, or if our competitors have ongoing clinical trials for programs that are under development for the same indications as our programs, and patients instead

enroll in such clinical trials. Also, if we are unable to enroll a sufficient number of patients with the necessary baseline characteristics, our placebo rates, clinical trial results and the patient population indicated on the label approved by the FDA could be impacted. Additionally, the number of patients required for clinical trials of our programs may be larger than we anticipate, especially if regulatory bodies require the completion of non-inferiority or superiority trials. Even if we are able to enroll a sufficient number of patients for our current or future clinical trials, we may have difficulty maintaining patients in our clinical trials. Our inability to enroll or maintain a sufficient number of patients would result in significant delays in completing clinical trials or receipt of marketing approvals and increased development costs or may require us to abandon one or more clinical trials altogether.

***Preliminary, "topline" or interim data from our 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.***

From time to time, we may publicly disclose preliminary or topline data from our preclinical studies and clinical trials, which are based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change following a more comprehensive review of the data. We also make assumptions, estimations, calculations and conclusions as part of our analyses of these data without the opportunity to fully and carefully evaluate complete data. As a result, the preliminary or topline results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results, once additional data have been received and fully evaluated or subsequently made subject to audit and verification procedures.

Any preliminary or topline 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 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. 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 program and our company in general. In addition, the information we choose to publicly disclose regarding a particular preclinical study or clinical trial is based on what is typically extensive information, and you or others may not agree with what we determine is material or otherwise appropriate information to include in our disclosure. If the preliminary, topline or interim 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 current and future clinical trials or those of our future collaborators may reveal significant adverse events or undesirable side effects not seen in our preclinical studies and may result in a safety profile that could halt clinical development, inhibit regulatory approval or limit commercial potential or market acceptance of any of our product candidates.***

Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects, adverse events or unexpected characteristics. While our preclinical studies in NHPs and those of our clinical trials for which we have disclosed data have not shown any such characteristics to date, we cannot assure you that the results of our clinical trials will not reveal such characteristics. If significant adverse events or other side effects are observed in any of our current or future clinical trials, we may have difficulty recruiting patients to such trials, patients may drop out of our trials, or we may be required to abandon the trials or our development efforts of one or more programs altogether. For example, certain drugs targeting IL-13, including zumilokibart, in the APEX Phase 2 clinical trial, or IL-4Rα have demonstrated increased conjunctivitis in patients with AD. We, the FDA or other applicable regulatory authorities, or an IRB, may suspend any clinical trials of any program at any time for various reasons, including a belief that subjects or patients in such trials are being exposed to unacceptable health risks or adverse side effects. Some potential products developed in the biotechnology industry that initially showed therapeutic promise in early-stage studies and trials have later been found to cause side effects that prevented their further development. Other potential products have shown side effects in preclinical studies, which side effects do not present themselves in clinical trials in humans. Even if the side effects do not preclude the program from obtaining or maintaining marketing approval, undesirable side effects may inhibit market acceptance of the approved product due to its tolerability versus other therapies. In addition, an extended half-life could prolong the duration of undesirable side effects, which could also inhibit market acceptance. TEAEs could also affect patient recruitment or the ability of enrolled subjects to complete our clinical trials or could result in potential product liability claims. Potential side effects associated with our programs may not be appropriately recognized or managed by the treating medical staff, as toxicities resulting from our programs may not be normally encountered in the general patient population and by medical personnel. In addition, safety issues associated with competing products that target similar pathways could result in the FDA or comparable foreign regulatory authorities imposing restrictions on our clinical trials or product labeling or denying approval of our products. Any of these occurrences could harm our business, financial condition, results of operations and prospects significantly.

In addition, even if we successfully advance our programs or any future program through clinical trials, such trials will only include a limited number of patients and limited duration of exposure to our product candidates. As a result, we cannot be assured that

adverse effects of our programs will not be uncovered when a significantly larger number of patients are exposed to the program after approval. Further, any clinical trials may not be sufficient to determine the effect and safety consequences of using our programs over a multi-year period.

If any of the foregoing events occur or if one or more of our programs prove to be unsafe, our entire pipeline could be affected, which would have a material adverse effect on our business, financial condition, results of operations and prospects.

***We may expend our limited resources to pursue a particular program and fail to capitalize on programs 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 our research and development efforts on certain selected programs.

For example, we are initially focused on our current programs, zumilokibart, APG279, APG273, APG990, APG333, APG531 and APG808, alone or in combination. As a result, we may forgo or delay pursuit of opportunities with other programs that later prove to have 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 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 program, we may relinquish valuable rights to that program through collaboration, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such program.

***Any approved products resulting from our current programs or any future program may not achieve adequate market acceptance among clinicians, patients, healthcare third-party payors and others in the medical community necessary for commercial success and we may not generate any future revenue from the sale or licensing of such products.***

Even if regulatory approval is obtained for a product candidate resulting from one of our current or future programs, they may not gain market acceptance among physicians, patients, healthcare payors or the medical community. We may not generate or sustain revenue from sales of the product due to factors such as whether the product gains payor access, can be sold at a competitive price and will otherwise be accepted in the market.

For example, there are several approved products and product candidates in later stages of development for the treatment of AD, including DUPIXENT, EBGLYSS, ADBRY and NEMLUVIO in the United States and EU; all approved treatments for moderate-to-severe AD. However, our programs in development for AD incorporate advanced antibody engineering to optimize half-life of antibodies targeting IL-13 and OX40L; to date, no such antibody has been approved by the FDA for the treatment of AD. Market participants with significant influence over acceptance of new treatments, such as clinicians and third-party payors, may not adopt a biologic that incorporates half-life extension for our targeted indications, and we may not be able to convince the medical community and third-party payors to accept and use, or to provide favorable reimbursement for, any programs developed by us or our existing or future collaborators. An extended half-life may make it more difficult for patients to change treatments and there is a perception that half-life extension could exacerbate side effects or lead to a longer duration of any side effects, each of which may adversely affect our ability to gain market acceptance. Market acceptance of our programs will depend on many factors, including factors that are not within our control.

Sales of medical/pharmaceutical products also depend on the willingness of clinicians to prescribe the treatment. We cannot predict whether clinicians, clinicians' organizations, hospitals, clinics, other healthcare providers ("HCPs"), government agencies or private insurers will determine that our product is safe, therapeutically effective, cost effective or less burdensome as compared with competing treatments. If any current or future program is approved but does not achieve an adequate level of acceptance by such parties, we may not generate or derive sufficient revenue from that program and may not become or remain profitable.

***Certain of our programs may compete with our other programs, which could negatively impact our business and reduce our future revenue.***

We are developing monotherapy and combination programs which may compete with one another. For example, we are developing zumilokibart and APG279 for the same indication: moderate to severe AD, and may in the future develop our programs for other I&I indications. Each such program targets single or multiple mechanisms that could provide differentiation from standard of care or each other. Based on the distinct mechanisms of action, we are developing zumilokibart as a frontline treatment for patients with moderate-to-severe AD who have failed or have an inadequate response to topical corticosteroids. APG279 may serve as alternative treatments for frontline patients and/or patients who have failed or have inadequate responses to other treatment options. However,

developing multiple programs for a single indication may negatively impact the market share of each individual program if the programs compete with each other. For example, if multiple programs are conducting clinical trials at the same time, they could compete for the enrollment of patients. In addition, if multiple programs are approved for the same indication, they may compete for the same patients, which could impact our product development timelines and limit our future revenue.

***We are conducting and may conduct future clinical trials for our programs at sites outside the United States, and the FDA may not accept data from trials conducted in such locations.***

We are conducting ongoing clinical trials, which include sites outside the United States, and we may choose to conduct one or more of our future clinical trials 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 conditions and guidance imposed by the FDA. For example, the clinical trial must be well designed and conducted and performed by qualified investigators in accordance with ethical principles. The trial population must also adequately represent the U.S. population, and the data must be applicable to the U.S. population and U.S. medical practice in ways that the FDA deems clinically meaningful. In addition, while these clinical trials are subject to the applicable local laws, FDA acceptance of the data will depend on its determination that the trials also complied with all applicable U.S. laws and regulations. If the FDA does not accept the data from any trial that we conduct outside the United States, it would likely result in the need for additional trials, which would be costly and time-consuming and would delay or permanently halt our development of the applicable product candidates. Even if the FDA accepted such data, it could require us to modify our planned clinical trials to receive clearance to initiate such trials in the United States or to continue such trials once initiated.

Further, conducting international clinical trials 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 that could restrict or limit our ability to conduct our clinical trials, the administrative burdens of conducting clinical trials under multiple sets of foreign regulations, foreign exchange fluctuations, diminished protection of intellectual property in some countries, as well as political and economic risks relevant to foreign countries.

**Risks Related to Our Reliance on Third Parties**

***We rely on collaborations and licensing arrangements with third parties, including our collaboration with Paragon. If we are unable to maintain these collaborations or licensing arrangements, or if these collaborations or licensing arrangements are not successful, our business could be negatively impacted.***

We currently rely on our collaborations and licensing arrangements with third parties, including Paragon, for a substantial portion of our discovery capabilities and in-licenses. We consider Paragon to be a related party because Fairmount Funds Management LLC, which beneficially owns more than 5% of Paragon, beneficially owns more than 5% of our capital stock and, as of the date of this Quarterly Report, has one seat on our Board of Directors (the "Board").

Collaborations or licensing arrangements that we enter into may not be successful, and any success will depend heavily on the efforts and activities of such collaborators or licensors. If any of our collaborators or licensors experiences delays in performance of, or fails to perform its obligations under their agreement with us, disagrees with our interpretation of the terms of such agreement or terminates their agreement with us, our pipeline and programs and development timeline could be adversely affected. If we fail to comply with any of the obligations under our collaborations or license agreements, including payment terms and diligence terms, our collaborators or licensors may have the right to terminate such agreements, in which event we may lose intellectual property rights and may not be able to develop, manufacture, market or sell the products covered by our agreements or may face other penalties under our agreements. Our collaborators and licensors may also fail to properly maintain or defend the intellectual property we have licensed from them, if required by our agreement with them, or even infringe upon, our intellectual property rights, leading to the potential invalidation of our intellectual property or subjecting us to litigation or arbitration, any of which would be time-consuming and expensive and could harm our ability to commercialize our product candidates. In addition, collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our programs and product candidates if the collaborators believe that the competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours.

As part of our strategy, we plan to evaluate additional opportunities to enhance our capabilities and expand our development pipeline or provide development or commercialization capabilities that complement our own. We may not realize the benefits of such collaborations, alliances or licensing arrangements. Any of these relationships may require us to incur non-recurring and other charges, increase our near and long-term expenditures, issue securities that dilute our existing stockholders or disrupt our management and business.

We may face significant competition in attracting appropriate collaborators, and more established companies may also be pursuing strategies to license or acquire third-party intellectual property rights that we consider attractive. These companies may have a competitive advantage over us due to their size, financial 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. Whether we reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. Collaborations are complex and time-consuming to negotiate, document and execute. In addition, consolidation among large pharmaceutical and biotechnology companies has reduced the number of potential future collaborators. We may not be able to negotiate additional collaborations on a timely basis, on acceptable terms or at all. If we fail to enter into collaborations and do not have sufficient funds or expertise to undertake the necessary development and commercialization activities, we may not be able to further develop our product candidates or bring them to market.

***We currently rely, and plan to rely in the future, on third parties to conduct and support our preclinical studies and clinical trials. If these third parties do not properly and successfully carry out their contractual duties or meet expected deadlines, we may not be able to obtain regulatory approval of or commercialize our product candidates.***

We have utilized and plan to continue to utilize and depend upon independent investigators and collaborators, such as medical institutions, CROs, contract testing labs and strategic partners, to conduct and support our preclinical studies and clinical trials under agreements with us. We will rely heavily on these third parties over the course of our preclinical studies and clinical trials, and we only control certain aspects of their activities. As a result, we will have less direct control over the conduct, timing and completion of these preclinical studies and clinical trials and the management of data developed through preclinical studies and clinical trials than would be the case if we were relying entirely upon our own staff. Nevertheless, we are responsible for ensuring that each of our studies and trials is conducted in accordance with the applicable protocol, legal, regulatory and scientific standards, and our reliance on these third parties does not relieve us of our regulatory responsibilities. We and our third-party contractors and CROs are required to comply with GCP regulations, and in some instances GLP regulations, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for all of our programs in clinical development. If we or any of these third parties fail to comply with applicable GCP or GLP regulations, 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. We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our clinical trials comply with GCP regulations. 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. Moreover, our business may be implicated if any of these third parties violates federal or state fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

Any third parties conducting our clinical trials will not be our employees and, except for remedies available to us under our agreements with such third parties, we cannot control whether they devote sufficient time and resources to our programs. These third parties may be involved in mergers, acquisitions or similar transactions and may have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials or other product development activities, which could negatively affect their performance on our behalf and the timing thereof and could lead to products that compete directly or indirectly with our current or future product candidates. If these third parties do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to complete development of, obtain regulatory approval of or successfully commercialize our product candidates.

***Our reliance on foreign CMOs may expose us to supply chain disruption, delays in our clinical development programs, regulatory risks and increased costs, which may have a material adverse effect on our business, financial condition, results of operations and prospects.***

We currently rely on foreign CMOs, including WuXi Biologics and Samsung Biologics, and will likely continue to rely on foreign CMOs in the future. Foreign CMOs may be subject to U.S. legislation, including the BIOSECURE Act, sanctions, trade restrictions and other foreign regulatory requirements which could increase the cost or reduce the supply of material available to us, delay the procurement or supply of such material or have an adverse effect on our ability to secure significant commitments from governments to purchase our potential therapies. Since February 2025, the United States government has imposed various tariffs on imports from China, South Korea and other countries and may impose more restrictions on goods, including biologically derived substances, manufactured in or imported from China, South Korea or impose other restrictions on companies' ability to work with Chinese and South Korean biotechnology companies. To the extent these or future tariffs are applicable to the material we import from China, South Korea and other countries, our financial condition could be adversely affected.

Further, the biopharmaceutical industry in China is strictly regulated by the Chinese government. Changes to Chinese regulations or government policies affecting biopharmaceutical companies are unpredictable and may have a material adverse effect on our collaborators in China which could have an adverse effect on our business, financial condition, results of operations and prospects. Evolving changes in China's public health, economic, political, and social conditions and the uncertainty around China's relationship with other governments, such as the United States and the U.K., could also negatively impact our ability to manufacture our product candidates for our planned clinical trials or have an adverse effect on our ability to secure government funding, which could adversely affect our financial condition and cause us to delay our clinical development programs.

***We currently rely and expect to rely in the future on the use of third-party facilities and on third parties to manufacture and test our product candidates, and we may rely on third parties to produce and process our products, if approved. Our business could be adversely affected if we are unable to use third-party manufacturing suites or testing facilities or if the third-party manufacturers encounter difficulties in production.***

We do not currently own any facility that may be used as our clinical-scale manufacturing and processing facility and must currently rely on CMOs for developing, manufacturing and testing our product candidates. While we have manufactured zumilokibart drug substance at commercial scale, it has only been for use in clinical trials, and we have not yet demonstrated the ability to manufacture zumilokibart drug product or any of our other product candidates on a commercial scale and may not be able to successfully manufacture any of our product candidates for commercialization, if approved. We currently have two sources for our preclinical and clinical supply of zumilokibart drug substance and drug product and have entered into an agreement for the commercial supply of zumilokibart drug substance should the product candidate eventually receive regulatory approval, and we are working to finalize the terms of our potential commercial supply arrangement for zumilokibart drug product. We have a sole source relationship for our preclinical and clinical supply of APG990, APG333, and APG808 drug substance and drug product. If there should be any disruption in our supply arrangements, including any adverse events affecting our sole suppliers, it could have a negative effect on the clinical development of our product candidates and other operations while we work to identify and qualify alternate supply sources. We may not control the manufacturing process of, and may be completely dependent on, our contract manufacturing partners for compliance with cGMP requirements and any other regulatory requirements of the FDA or comparable foreign regulatory authorities for the manufacture of our product candidates. Beyond periodic audits, we have no control over the ability of our CMOs to maintain adequate quality control, quality assurance and other qualified personnel. If the FDA or a comparable foreign regulatory authority does not approve these facilities for the manufacture of our product candidates or if it withdraws any approval in the future, we may need to find alternative manufacturing facilities, which would require the incurrence of significant additional costs and materially adversely affect our ability to develop, obtain regulatory approval for or market our product candidates, if approved. Similarly, our failure, or the failure of our CMOs, to comply with applicable regulations could result in sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our product candidates and harm our business and results of operations.

Moreover, our CMOs may experience manufacturing difficulties due to resource constraints, supply chain issues, human capital constraints, natural disasters or as a result of labor disputes or unstable political environments, including tariffs and restrictions imposed by the United States government and potential retaliatory measures by foreign governments, which impact goods required for the operation of their business. For example, in March 2026, the Samsung Biologics Co., Ltd. ("Samsung Biologics") labor union voted in favor of a strike. Although this has not impacted the Company to date, a prolonged strike could lead to disruption at the Samsung Biologics manufacturing sites, which could impact the development or manufacturing of our product candidates. If any CMOs on which we will rely fail to manufacture quantities of our product candidates at quality levels necessary to meet regulatory requirements and at a scale sufficient to meet anticipated demand at a cost that allows us to achieve profitability, our business, financial condition and prospects could be materially and adversely affected. In addition, our CMOs and other vendors are responsible for transporting temperature-controlled materials that can be inadvertently degraded during transport due to several factors, rendering certain batches unsuitable for trial use for failure to meet, among others, our integrity and purity specifications. We and any of our CMOs may also face product seizure or detention, refusal to permit the import or export of products or increased costs as a result of tariffs on imports imposed by the United States government. Our business could be materially adversely affected by business disruptions to our third-party providers that could materially adversely affect our anticipated timelines, potential future revenue and financial condition and increase our costs and expenses. Each of these risks could delay or prevent the completion of our preclinical studies and clinical trials or the approval of any of our product candidates by the FDA, resulting in higher costs or adversely impacting commercialization of our products. See the section titled "Business-Manufacturing and Supply" in our Annual Report on Form 10-K for the year ended December 31, 2025 for a more detailed description of our manufacturing and supply plans and assumptions and the factors that may affect the success of our product candidates.

***We intend to deliver our product candidates via a pre-filled syringe, autoinjector or other drug delivery device presentation that will have its own regulatory, development, supply and other risks.***

We intend to deliver our product candidates via a pre-filled syringe, autoinjector or other drug delivery device presentation. There may be unforeseen technical complications related to the development activities required to bring such a product to market. Our product

candidates may not be approved or may be substantially delayed in receiving approval if the device presentations do not gain and/or maintain their own regulatory approvals or clearances. Where approval of the drug product and device presentation is sought under a single application, the increased complexity of the review process may delay approval. In addition, our drug delivery device presentation for zumilokibart is provided by a single-source unaffiliated third-party. We are dependent on the sustained cooperation and effort of that third-party and any other third-party companies we may contract with in the future, both, to supply the device presentation and, in some cases, to conduct the studies required for approval or other regulatory clearance of the device presentation. Even if approval is obtained, we may also be dependent on those third-party companies continuing to maintain such approvals or clearances once they have been received. Failure of third-party companies to supply the device presentation, to successfully complete studies on the devices in a timely manner, or to obtain or maintain required approvals or clearances of the device presentation could result in increased development costs, delays in or failure to obtain regulatory approval and delays in product candidates reaching the market or in gaining approval or clearance for expanded labels for new indications.

**Risks Related to Our Business and Operations**

***In order to successfully implement our plans and strategies, we will need to grow the size of our organization and we may experience difficulties in managing this growth.***

We expect to continue to experience significant growth in the number of our employees and the scope of our operations, particularly in the areas of clinical drug development, technical operations, clinical operations, regulatory affairs and commercial operations. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial personnel and systems, expand our facilities and continue to recruit and train additional qualified personnel. We are dependent on the experience of our management team, who have only worked together for a limited time in managing a public company with such anticipated growth, and we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel.

***We are highly dependent on our key personnel and, if the Merger is not completed, anticipate hiring new key personnel. If we are not successful in attracting and retaining highly qualified personnel, we may not be able to successfully implement our business strategy.***

Our ability to compete in the highly competitive biotechnology and pharmaceutical industries depends upon our ability to attract and retain highly qualified managerial, scientific and medical personnel. We are highly dependent on our managerial, scientific and medical personnel, including our Chief Executive Officer, Chief Medical Officer, Chief Financial Officer and other key members of our leadership team. Although we have entered into employment agreements with our executive officers, each of them may terminate their employment with us at any time. We do not maintain “key person” insurance for any of our executives or other employees.

The loss of the services of our executive officers or other key employees could impede the achievement of our research, development and commercialization objectives and seriously harm our ability to successfully implement our business strategy. The Merger may make it more difficult to attract and retain qualified employees due to the uncertainty about whether or when the transaction will close and the impact of the Merger on our employees. Furthermore, replacing executive officers and key personnel may be difficult and may take an extended period of time. If we do not succeed in attracting and retaining qualified personnel, it could materially adversely affect our business, financial condition and results of operations. We could in the future have difficulty attracting and retaining experienced personnel and may be required to expend significant financial resources in our employee recruitment and retention efforts.

***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 for which we may rely on collaboration with third parties. Recent and ongoing changes in the United States trade policy with foreign countries, including the continued uncertainty surrounding U.S. tariffs and potential retaliatory measures by foreign governments may disrupt the global supply chain for biopharmaceutical products. If tariffs, trade restrictions, or other trade related measures are ultimately applied to materials used in our clinical development programs or commercial supply chain, our cost on development and commercialization may increase, our ability to source critical CMOs to manufacture product candidates may be limited, and our clinical development timeline may be delayed.

We are not permitted to market or promote any of our product candidates before we receive regulatory approval from the applicable foreign regulatory authority, and may never receive such regulatory approval for any of our product candidates. To obtain separate regulatory approval in many other countries, we must comply with numerous and varying regulatory requirements of such countries regarding safety and efficacy and governing, among other things, clinical trials and commercial sales, pricing and distribution of our product candidates, and we cannot predict success in these jurisdictions. If we fail to comply with the regulatory requirements in

international markets and receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed and our business will be adversely affected. Moreover, even if we obtain approval of our product candidates and ultimately commercialize our product candidates in foreign markets, we would be subject to the risks and uncertainties, including the burden of complying with complex and changing foreign regulatory, tax, accounting and legal requirements and reduced protection of intellectual property rights in some foreign countries.

***Our employees, independent contractors, consultants, commercial collaborators, principal investigators, CROs, CMOs, suppliers 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, independent contractors, consultants, commercial collaborators, principal investigators, CROs, CMOs, suppliers and vendors acting for or on our behalf may engage in misconduct or other improper activities. While we have adopted a code of conduct, it is not always possible to identify and deter misconduct by these 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 comply with these laws or regulations.

***Our internal information technology systems, or those of any of our CROs, manufacturers, other contractors or consultants, third party service providers, or potential future collaborators, may fail or suffer security or data privacy breaches or other unauthorized or improper access to, use of, or destruction of our proprietary or confidential data, employee data or personal data, which could result in additional costs, loss of revenue, significant liabilities, harm to our brand and material disruption of our operations.***

In the ordinary course of our business, we and the third parties upon which we rely collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share (collectively, "process") proprietary, confidential, and sensitive data, including personal data, intellectual property, trade secrets, and other sensitive data (collectively, "sensitive information").

We may implement a variety of security measures designed to protect systems that store our information, given their size and complexity and the increasing amounts of information maintained on our internal information technology systems and those of our third-party CROs, other contractors (including sites performing our clinical trials), third party service providers and supply chain companies, and consultants, these systems are potentially vulnerable to breakdown or other damage or interruption from service interruptions, system malfunction, natural disasters, terrorism, war and telecommunication and electrical failures, as well as security breaches from inadvertent or intentional actions by our employees, contractors, consultants, business partners and/or other third parties, or from cyber-attacks by malicious third parties, including attacks enhanced or facilitated by AI, which may compromise our system infrastructure or lead to the loss, destruction, alteration or dissemination of, or damage to, our data.

Some actors now engage and are expected to continue to engage in cyber-attacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we, and the third parties upon which we rely, may be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt our systems and operations, supply chain, and ability to produce, sell and distribute our goods and services. In particular, severe ransomware attacks are becoming increasingly prevalent and can lead to significant interruptions in our operations, ability to provide our products or services, loss of sensitive data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting such payments.

To the extent that any disruption or security breach were to result in loss, destruction, unavailability, alteration or dissemination of, or damage to, our data or applications, or for it to be believed or reported that any of these occurred, we could incur liability and reputational damage and the development and commercialization of our product candidates could be delayed. Further, our insurance policies may not be adequate to compensate us for the potential losses arising from any such disruption in, or failure or security breach of, our systems or third-party systems where information important to our business operations or commercial development is stored.

Our remote workforce may create additional risks for our information technology systems and data because a majority of our employees work remotely and utilize network connections, computers, and devices working at home, while in transit and in public locations. Additionally, business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies.

While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. We may be unable in the future to detect vulnerabilities in our information technology systems because such

threats and techniques change frequently, are often sophisticated in nature, and may not be detected until after a security incident has occurred. Further, we may experience delays in developing and deploying remedial measures designed to address any such identified vulnerabilities. Applicable data privacy and security obligations may require us to notify relevant stakeholders of security incidents. Such disclosures are costly, and the disclosure or the failure to comply with such requirements could lead to adverse consequences.

We rely on third-party service providers and technologies to operate critical business systems to process sensitive information in a variety of contexts. Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If our third-party service providers experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if our third-party service providers fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award. In addition, supply-chain attacks have increased in frequency and severity, and we cannot guarantee that third parties' infrastructure in our supply chain or our third-party partners' supply chains have not been compromised.

If we (or a third party upon whom we rely) experience a security incident or are perceived to have experienced a security incident, we may experience adverse consequences, such as government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); additional reporting requirements and/or oversight; restrictions on processing sensitive information (including personal data); litigation (including class claims); indemnification obligations; negative publicity; reputational harm; monetary fund diversions; interruptions in our operations (including availability of data); financial loss; and other similar harms. Security incidents and attendant consequences may cause stakeholders (including investors and potential customers) to stop supporting our platform, deter new customers from products, and negatively impact our ability to grow and operate our business.

Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our data privacy and security obligations. We cannot be sure that our insurance coverage will be adequate or sufficient to protect us from or to mitigate liabilities arising out of our privacy and security practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims.

***We are subject to stringent and changing laws, regulations and standards, and contractual obligations relating to privacy, data protection, and data security. The actual or perceived failure to comply with such obligations could lead to government enforcement actions (which could include civil or criminal penalties), fines and sanctions, private litigation and/or adverse publicity and could negatively affect our operating results and business.***

We, and third parties who we work with are or may become subject to numerous domestic and foreign laws, regulations, and standards relating to privacy, data protection, and data security, the scope of which is changing, subject to differing applications and interpretations, and may be inconsistent among countries, or conflict with other rules. We are or may become subject to the terms of contractual obligations related to privacy, data protection, and data security. Our obligations may also change or expand as our business grows. The actual or perceived failure by us or third parties related to us to comply with such laws, regulations and obligations could increase our compliance and operational costs, expose us to regulatory scrutiny, actions, fines and penalties, result in reputational harm, lead to a loss of customers, result in litigation and liability, and otherwise cause a material adverse effect on our business, financial condition, and results of operations. See the section titled "Business—Government Regulation—Data Privacy and Security" in our Annual Report on Form 10-K for the year ended December 31, 2025 for a more detailed description of the laws that may affect our ability to operate.

Additionally, our employees and personnel have begun to use generative AI technologies to perform their work, and the disclosure and use of personal data in generative AI technologies is subject to various privacy laws and other privacy obligations. Governments have passed and are likely to pass additional laws regulating generative AI. Our use of this technology could result in additional compliance costs, regulatory investigations and actions, and lawsuits and has the potential to result in bias, miscalculations, data errors and other unintended consequences. Furthermore, any confidential information that is disclosed to a third-party generative AI platform or vendor that uses generative AI could be leaked or disclosed to others, including sensitive information that is used to train the third parties' model, which may impact our ability to realize the benefits of our intellectual property. If we are unable to use generative AI, it could make our business less efficient and result in competitive disadvantages. Our vendors may also incorporate generative AI tools into their offerings, and the providers of these generative AI tools may not meet existing or rapidly evolving regulatory or industry standards with respect to privacy and data protection. If any of our vendors experience an actual or perceived breach or privacy or security incident because of the use of generative AI, we may lose valuable intellectual property and confidential information and our reputation and the public perception of the effectiveness of our security measures could be harmed.

***If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on the success of our business.***

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations may involve the use of hazardous and flammable materials, including chemicals and biological and radioactive materials. In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or commercialization efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

***We may be subject to adverse legislative or regulatory tax changes that could negatively impact our financial condition.***

The rules governing U.S. federal, state and local income taxation are constantly under review and modification by persons involved in the legislative process and by the Internal Revenue Service and the U.S. Treasury Department. Changes to tax laws, including those with potential retroactive application, could adversely affect us or our stockholders. We regularly assess the potential impact of various tax reform proposals and modifications to existing tax treaties in jurisdictions where we have operations to understand their potential effect on our business and any assumptions we have made about our future taxable income. However, we cannot predict whether any specific proposals will be enacted, the terms of any such proposals or what effect, if any, such proposals may have on our tax positions, financial conditions or our stockholders, if they were to be enacted.

For example, beginning in 2022, the Tax Cuts and Jobs Act eliminated the previously available option to immediately deduct research and development expenditures and instead requires taxpayers to amortize them generally over five years for research activities conducted in the United States and over 15 years for research activities conducted outside the United States. On July 4, 2025, the U.S. Congress enacted the One Big Beautiful Bill Act ("OBBBA"), which includes a provision restoring the immediate deductibility of domestic research and development expenditures. Although the impact of the OBBBA has been immaterial to our business to date, we have no assurance as to whether, when and how this provision may be subject to further amendment or repeal. These and other changes in tax laws or in how they are interpreted may adversely affect our effective tax rate, results of operation and financial condition.

***We may acquire businesses or products, or form strategic alliances, in the future, and may not realize the benefits of such acquisitions.***

We may acquire additional businesses or products, form strategic alliances, or create joint ventures with third parties that we believe will complement or augment our existing business. If we acquire businesses with promising markets or technologies, we may not be able to realize the benefit of acquiring such businesses if we are unable to successfully integrate them with our existing operations and company culture. We may encounter numerous difficulties in developing, manufacturing and marketing any new programs or products resulting from a strategic alliance or acquisition that delay or prevent us from realizing their expected benefits or enhancing our business. There is no assurance that, following any such acquisition, we will achieve the synergies expected in order to justify the transaction, which could result in a material adverse effect on our business and prospects.

***We maintain our cash at financial institutions, often in balances that exceed federally-insured limits. The failure of financial institutions could adversely affect our ability to pay our operational expenses or make other payments.***

Our cash held in non-interest-bearing and interest-bearing accounts exceeds the Federal Deposit Insurance Corporation ("FDIC") insurance limits. If such banking institutions were to fail, we could lose all or a portion of those amounts held in excess of such insurance limitations. For example, the FDIC took control of Silicon Valley Bank on March 10, 2023. The Federal Reserve subsequently announced that account holders would be made whole. However, the FDIC may not make all account holders whole in the event of future bank failures. In addition, even if account holders are ultimately made whole with respect to a future bank failure, account holders' access to their accounts and assets held in their accounts may be substantially delayed. Any material loss that we may experience in the future or inability for a material time period to access our cash and cash equivalents could have an adverse effect on our ability to pay our operational expenses or make other payments, which could adversely affect our business.

**Risks Related to Intellectual Property**

***Our ability to protect our patents and other proprietary rights is uncertain, exposing us to the possible loss of competitive advantage.***

We rely upon a combination of patents, trademarks, trade secret protection and confidentiality agreements to protect the intellectual property related to our programs and technologies and to prevent third parties from competing with us. Our success depends in large part on our ability to obtain and maintain patent protection for our technologies, programs and their uses, as well as our ability

to operate without infringing on or violating the proprietary rights of others. We own and have licensed rights to an issued patent and pending patent applications and expect to continue to file patent applications in the United States and abroad related to our novel discoveries and technologies that are important to our business.

However, we may not be able to protect our intellectual property rights throughout the world and the legal systems in certain countries may not favor enforcement or protection of patents, trade secrets and other intellectual property. Filing, prosecuting and defending patents on programs worldwide would be prohibitively expensive and our intellectual property rights in some foreign jurisdictions can be less extensive than those in the United States. As such, we may not have patents in all countries or all major markets and may not be able to obtain patents in all jurisdictions even if we apply for them. Our competitors may operate in countries where we do not have patent protection and can freely use our technologies and discoveries in such countries to the extent such technologies and discoveries are publicly known or disclosed in countries where we do have patent protection or pending patent applications.

Our intellectual property portfolio is at an early stage and we currently own one issued patent. Our pending and future patent applications may not result in additional patents being issued. Any issued patents may not afford sufficient protection of our programs or their intended uses against competitors, nor can there be any assurance that the patents issued will not be infringed, designed around, invalidated by third parties, or effectively prevent others from commercializing competitive technologies, products or programs. Even if these patents are granted, they may be difficult to enforce. Further, any issued patents that we may license or own covering our programs could be narrowed or found invalid or unenforceable if challenged in court or before administrative bodies in the United States or abroad, including the United States Patent and Trademark Office ("USPTO"). Further, if we encounter delays in our clinical trials or delays in obtaining regulatory approval, the period of time during which we could market our programs under patent protection could be reduced. Thus, the patents that we own and license may not afford us any meaningful competitive advantage.

In addition to seeking patents for some of our technology and programs, we may also rely on trade secrets, including unpatented know-how, technology and other proprietary information, to maintain our competitive position. Any disclosure, either intentional or unintentional, by our employees, the employees of third parties with whom we share our facilities or third-party consultants and vendors that we engage to perform research, clinical trials or manufacturing activities, or misappropriation by third parties (such as through a cybersecurity breach) of our trade secrets or proprietary information could expose us to patent infringement allegations and enable competitors to duplicate or surpass our technological achievements, thus eroding our competitive position in our market. In order to protect our proprietary technology and processes, we rely in part on confidentiality agreements with our collaborators, employees, consultants, outside scientific collaborators and sponsored researchers and other advisors.

These agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. We may need to share our proprietary information, including trade secrets, with future business partners, collaborators, contractors and others located in countries at heightened risk of theft of trade secrets, including through direct intrusion by private parties or foreign actors and those affiliated with or controlled by state actors. In addition, while we undertake efforts to protect our trade secrets and other confidential information from disclosure, others may independently discover trade secrets and proprietary information, and in such cases, we may not be able to assert any trade secret rights against such party. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights and failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

Lastly, if our trademarks and trade names are not registered or adequately protected, then we may not be able to use our trademarks or trade names or build name recognition in our markets of interest and our business may be adversely affected. Third parties may file oppositions to our trademark applications in various jurisdictions around the world, and if those third-party oppositions are successful, we may not be able to secure protection for our names or logos in those jurisdictions. Further, third parties may initiate trademark-related court proceedings in certain jurisdictions, depending on the circumstances in each jurisdiction, alleging that we have infringed their trademarks, depreciated goodwill they have built up with consumers, and/or confused consumers by passing off our products as those of the third party. If those third parties are successful in such proceedings, we may be enjoined from using our names or logos in those jurisdictions and may have to pay associated damages to the third party. Such opposition proceedings and court proceedings, regardless of the outcome, may cause us to incur significant legal expenses and divert some of our personnel from other business concerns.

***We may not be successful in obtaining or maintaining necessary rights to our programs through acquisitions and in-licenses.***

Because our development programs currently do and may in the future require the use of proprietary rights held by third parties, the growth of our business may depend in part on our ability to acquire, in-license, or use these third-party proprietary rights. 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 for our programs. The licensing and acquisition of third-party intellectual property rights is a competitive area, and a number of 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, which could have a material adverse effect on our business, financial condition, results of operations, and prospects.

While we normally seek to obtain the right to control prosecution, maintenance and enforcement of the patents relating to our programs, there may be times when the filing and prosecution activities for patents and patent applications relating to our programs are controlled by our future licensors or collaboration partners. If any of our future licensors or collaboration partners fail to prosecute, maintain and enforce such patents and patent applications in a manner consistent with the best interests of our business, including by payment of all applicable fees for patents covering our programs, we could lose our rights to the intellectual property or our exclusivity with respect to those rights, our ability to develop and commercialize those programs may be adversely affected and we may not be able to prevent competitors from making, using and selling competing products. In addition, even where we have the right to control patent prosecution of patents and patent applications we have licensed to and from third parties, we may still be adversely affected or prejudiced by actions or inactions of our licensees, our future licensors and their counsel that took place prior to the date upon which we assumed control over patent prosecution.

Our future licensors may rely on third-party consultants or collaborators or on funds from third parties such that our future licensors are not the sole and exclusive owners of the patents we in-license. If other third parties have ownership rights to our future in-licensed patents, they may be able to license such patents to our competitors, and our competitors could market competing products and technology. This could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects.

It is possible that we may be unable to obtain licenses at a reasonable cost or on reasonable terms, if at all. Even if we are able to obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to redesign our technology, programs, 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 programs, which could harm our business, financial condition, results of operations, and prospects significantly. We cannot provide any assurances that third-party patents do not exist which might be enforced against our current technology, manufacturing methods, programs, or future methods or products resulting in either an injunction prohibiting our manufacture or future sales, or, with respect to our future sales, an obligation on our part to pay royalties and/or other forms of compensation to third parties, which could be significant.

Disputes may arise between us and our future licensors regarding intellectual property subject to a license agreement, including: the scope of rights granted under the license agreement and other interpretation-related issues; whether and the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement; our right to sublicense patents and other rights to third parties; our right to transfer or assign the license; the inventorship and ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our future licensors and us and our partners; and the priority of invention of patented technology.

***We may be subject to patent infringement claims or may need to file claims to protect our intellectual property, which could result in substantial costs and liability and prevent us from commercializing our potential products.***

Because the intellectual property landscape in the biotechnology industry is rapidly evolving and interdisciplinary, it is difficult to conclusively assess our freedom to operate and guarantee that we can operate without infringing on or violating third party rights. If certain of our programs advance to commercialization, patent rights held by third parties, if found to be valid and enforceable, could be alleged to render one or more of our programs infringing. If a third party successfully brings a claim against us, we may be required to pay substantial damages, be forced to abandon any affected program and/or seek a license from the patent holder. In addition, any intellectual property claims (e.g. patent infringement or trade secret theft) brought against us, whether or not successful, may cause us to incur significant legal expenses and divert the attention of our management and key personnel from other business concerns. We cannot be certain that patents owned or licensed by us will not be challenged by others in the course of litigation. Some of our competitors may be able to sustain the costs of complex intellectual property litigation more effectively than we can because they have substantially greater resources. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise funds and on the market price of our common stock.

Competitors may infringe or otherwise violate our patents, trademarks, copyrights or other intellectual property. To counter infringement or other violations, we may be required to file claims, which can be expensive and time-consuming. Any such claims could

provoke these parties to assert counterclaims against us, including claims alleging that we infringe their patents or other intellectual property rights. In addition, in a patent infringement proceeding, a court or administrative body may decide that one or more of the patents we assert is invalid or unenforceable, in whole or in part, construe the patent's claims narrowly or refuse to prevent the other party from using the technology at issue on the grounds that our patents do not cover the technology. Similarly, if we assert trademark infringement claims, a court or administrative body may determine that the marks we have asserted are invalid or unenforceable or that the party against whom we have asserted trademark infringement has superior rights to the marks in question. In such a case, we could ultimately be forced to cease use of such marks. In any intellectual property litigation, even if we are successful, any award of monetary damages or other remedy we receive may not be commercially valuable.

Further, we may be required to protect our patents through procedures created to attack the validity of a patent at the USPTO. An adverse determination in any such submission or proceeding could reduce the scope or enforceability of, or invalidate, our patent rights, which could adversely affect our competitive position. 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.

In addition, if our programs are found to infringe the intellectual property rights of third parties, these third parties may assert infringement claims against our future licensees and other parties with whom we have business relationships and we may be required to indemnify those parties for any damages they suffer as a result of these claims, which may require us to initiate or defend protracted and costly litigation on behalf of licensees and other parties regardless of the merits of such claims. If any of these claims succeed, we may be forced to pay damages on behalf of those parties or may be required to obtain licenses for the products they use.

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

***We may be subject to claims that we have wrongfully hired an employee from a competitor or that our employees, consultants or independent contractors have wrongfully used or disclosed confidential information of third parties.***

As is common in the biotechnology industry, in addition to our employees, we engage the services of consultants to assist us in the development of our programs. Many of these consultants, and many of our employees, were previously employed at, or may have previously provided or may be currently providing consulting services to, other biotechnology or pharmaceutical companies including our competitors or potential competitors. We could in the future be subject to claims that we or our employees have inadvertently or otherwise used or disclosed alleged trade secrets or other confidential information of former employers or competitors. Although we try to ensure that our employees and consultants do not use the intellectual property, proprietary information, know-how or trade secrets of others in their work for us, we may become subject to claims that we caused an employee to breach the terms of his or her non-competition or non-solicitation agreement, or that we or these individuals have, inadvertently or otherwise, used or disclosed the alleged trade secrets or other proprietary information of a former employer or competitor.

While we may litigate to defend ourselves against these claims, even if we are successful, litigation could result in substantial costs and could be a distraction to management. If our defenses to these claims fail, in addition to requiring us to pay monetary damages, a court could prohibit us from using technologies or features that are essential to our programs, if such technologies or features are found to incorporate or be derived from the trade secrets or other proprietary information of the former employers. Moreover, any such litigation or the threat thereof may adversely affect our reputation, our ability to form strategic alliances or sublicense our rights to collaborators, engage with scientific advisors or hire employees or consultants, each of which would have an adverse effect on our business, results of operations and financial condition. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management.

***Changes to patent laws in the United States and other jurisdictions 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 patent laws in the United States, including patent reform legislation such as the Leahy-Smith America Invents Act (the "Leahy-Smith Act") could increase the uncertainties and costs surrounding the prosecution of our owned and in-licensed patent applications and the maintenance, enforcement or defense of our owned and in-licensed issued patents. The Leahy-Smith Act includes a number of significant changes to United States patent law. These changes include provisions that affect the way patent applications are prosecuted, redefine prior art, provide more efficient and cost-effective avenues for competitors to challenge the validity of patents, and enable third-party submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent at USPTO-administered post-grant proceedings, including post-grant review,

inter partes review, and derivation proceedings. 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 Act, the United States transitioned to a first-to-file system in which, assuming that the other statutory 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. As such, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, 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. U.S. Supreme Court and U.S. Court of Appeals for the Federal Circuit rulings have narrowed the scope of patent protection available in certain circumstances and weakened the rights of patent owners in certain situations, including in the antibody arts. For example, in 2023, the United States Supreme Court in Amgen, Inc. v. Sanofi held that Amgen's patent claims to a class of antibodies functionally defined by their ability to bind a particular antigen were invalid for lack of enablement where the patent specification provided twenty-six exemplary antibodies, but the claimed class of antibodies covered a "vast number" of additional antibodies not disclosed in the specification. The Court stated that if patent claims are directed to an entire class of compositions of matter, then the patent specification must enable a person skilled in the art to make and use the entire class of compositions. This decision makes it unlikely that we will be granted U.S. patents with composition of matter claims directed to antibodies functionally defined by their ability to bind a particular antigen. Even if we are granted claims directed to functionally defined antibodies, it is possible that a third party may challenge our patents, when issued, relying on the reasoning in Amgen or other recent precedential court decisions. Additionally, there have been proposals for additional changes to the patent laws of the United States and other countries that, if adopted, could impact our ability to enforce our proprietary technology. Depending on future actions by the Congress, the United States courts, the USPTO and the relevant law-making bodies in other countries, the laws and regulations governing patents could change in ways that could have a material adverse effect on our patent rights and weaken our ability to protect, defend and enforce our patent rights in the future.

Geopolitical actions in the United States and in foreign countries could increase the uncertainties and costs surrounding the prosecution or maintenance of patent applications and the maintenance, enforcement or defense of issued patents. For example, the United States and foreign government actions related to Russia's invasion of Ukraine may limit or prevent filing, prosecution and maintenance of patent applications in Russia. Government actions may also prevent maintenance of issued patents in Russia. These actions could result in abandonment or lapse of patents or patent applications, resulting in partial or complete loss of patent rights in Russia. If such an event were to occur, it could have a material adverse effect on our business. In addition, a decree was adopted by the Russian government in March 2022, allowing Russian companies and individuals to exploit inventions owned by patentees that have citizenship or nationality in, are registered in, or have predominately primary place of business or profit-making activities in the United States and other countries that Russia has deemed unfriendly without consent or compensation. Consequently, we would not be able to prevent third parties from practicing our inventions in Russia or from selling or importing products made using our inventions in and into Russia. Accordingly, our competitive position may be impaired, and our business, financial condition, results of operations and prospects may be adversely affected.

In addition, a European Unified Patent Court ("UPC") entered into force on June 1, 2023. The UPC is a common patent court to hear patent infringement and revocation proceedings effective for member states of the EU. This enables third parties to seek revocation of a European patent in a single proceeding at the UPC rather than through multiple proceedings in each of the jurisdictions in which the European patent is validated. Although we do not currently own any European patents, if we obtain such patents in the future, any such revocation and loss of patent protection could have a material adverse impact on our business and our ability to commercialize or license our technology and products. Moreover, the controlling laws and regulations of the UPC will develop over time, and may adversely affect our ability to enforce or defend the validity of any European patents we may obtain. We may decide to opt out from the UPC any future European patent applications that we may file and any patents we may obtain. If certain formalities and requirements are not met, however, such European patents and patent applications could be challenged for non-compliance and brought under the jurisdiction of the UPC. We cannot be certain that future European patents and patent applications will avoid falling under the jurisdiction of the UPC, if we decide to opt out of the UPC.

***Obtaining and maintaining patent protection depends on compliance with various procedural, document submissions, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.***

Periodic maintenance fees, renewal fees, annuities fees and various other governmental fees on patents and/or patent applications are due to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of the patent and/or patent application. The USPTO and various foreign governmental patent agencies also require compliance with a number of procedural, documentary, fee

payment and other similar provisions during the patent application process. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Non-compliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If we fail to maintain the patents and patent applications covering our programs, our competitive position would be adversely affected.

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

We cannot guarantee that any of our patent searches or analyses, including the identification of relevant patents, the scope of patent claims or the expiration of relevant patents, are complete or thorough, nor can we be certain that we have identified each and every third-party patent and pending application in the United States and abroad that is relevant to or necessary for the commercialization of our programs in any jurisdiction. The scope of a patent claim is determined by an interpretation of the law, the written disclosure in a patent and the patent's prosecution history. Our interpretation of the relevance or the scope of a patent or a pending application may be incorrect. For example, we may incorrectly determine that our product candidates are not covered by a third-party patent or may incorrectly predict whether a third-party's pending application will issue or will be maintained in a validity proceeding with claims of relevant scope. Our determination of the expiration date of any patent in the United States or abroad that we consider relevant may be incorrect. Our failure to identify and correctly interpret relevant patents may negatively impact our ability to develop and market our products.

In addition, because some patent applications in the United States may be maintained in secrecy until the patents are issued, patent applications in the United States and many foreign jurisdictions are typically not published until 18 months after filing, and publications in the scientific literature often lag behind actual discoveries, we cannot be certain that others have not filed patent applications for technology covered by our issued patents or our pending applications, or that we were the first to invent the technology. Our competitors may have filed, and may in the future file, patent applications covering our products or technology similar to ours. Any such patent application may have priority over our patent applications or patents, which could require us to obtain rights to issued patents covering such technologies.

***We may become subject to claims challenging the inventorship or ownership 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 patents or other intellectual property as an inventor or co-inventor. The failure to name the proper inventors on a patent application can result in the patents issuing thereon being unenforceable. Inventorship disputes may arise from conflicting views regarding the contributions of different individuals named as inventors, the effects of foreign laws where foreign nationals are involved in the development of the subject matter of the patent, conflicting obligations of third parties involved in developing our programs or as a result of questions regarding co-ownership of potential joint inventions.

Litigation may be necessary to resolve these and other claims challenging inventorship and/or ownership. Alternatively, or additionally, we may enter into agreements to clarify the scope of our rights in such 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, valuable intellectual property. 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 management and other employees.

Our current or future licensors may have relied on third-party consultants or collaborators or on funds from third parties, such as the U.S. government, such that our licensors are not the sole and exclusive owners of the patents we in-licensed. If other third parties have ownership rights or other rights to our in-licensed patents, they may be able to license such patents to our competitors, and our competitors could market competing products and technology. This could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects.

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

Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U.S. non-provisional filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering our programs are obtained, once the patent life has expired, we may be open to competition from competitive products, including biosimilars. Given the amount of time required for the development, testing and

regulatory review of new programs, patents protecting such programs might expire before or shortly after such programs are commercialized. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

***Our technology licensed from various third parties may be subject to retained rights.***

Our future licensors may retain certain rights under the relevant agreements with us, including the right to use the underlying technology for noncommercial academic and research use, to publish general scientific findings from research related to the technology, and to make customary scientific and scholarly disclosures of information relating to the technology. It is difficult to monitor whether our licensors limit their use of the technology to these uses, and we could incur substantial expenses to enforce our rights to our licensed technology in the event of misuse.

**Risks Related to Government Regulation**

***The regulatory approval processes of the FDA and other comparable foreign regulatory authorities are lengthy, time-consuming and inherently unpredictable. If we are not able to obtain, or if there are delays in obtaining, required regulatory approvals for our product candidates, we will not be able to commercialize, or will be delayed in commercializing, our product candidates, and our ability to generate revenue will be materially impaired.***

The process of obtaining regulatory approvals, both in the United States and abroad, is unpredictable, expensive and typically takes many years following commencement of clinical trials, if approval is obtained at all, and can vary substantially based upon a variety of factors, including the type, complexity and novelty of the programs involved. We cannot commercialize product candidates in the United States without first obtaining regulatory approval from the FDA. Similarly, we cannot commercialize product candidates outside of the United States without obtaining regulatory approval from comparable foreign regulatory authorities. Before obtaining regulatory approvals for the commercial sale of our products, if approved, we must demonstrate through lengthy, complex and expensive preclinical studies and clinical trials that our product candidates are both safe and effective for each targeted indication. Securing regulatory approval also requires the submission of information about the drug manufacturing process to, and inspection of manufacturing facilities by, the relevant regulatory authority. Further, our product candidates may not be effective, may be only moderately effective or may prove to have undesirable or unintended side effects, toxicities or other characteristics that may preclude our obtaining marketing approval. The FDA and comparable foreign regulatory authorities have substantial discretion in the approval process and may refuse to accept any application or may decide that our data are insufficient for approval and require additional preclinical, clinical or other data. Our product candidates could be delayed in receiving, or fail to receive, regulatory approval for many reasons, including: the FDA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials; we may be unable to demonstrate to the satisfaction of the FDA or comparable foreign regulatory authorities that a product candidate is safe and effective for its proposed indication; the results of clinical trials may not meet the level of statistical significance required by the FDA or comparable foreign regulatory authorities 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; we may be unable to demonstrate that a product candidate's clinical and other benefits outweigh its safety risks; the FDA or comparable foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials; the data collected from clinical trials of our product candidates may not be acceptable or sufficient to support the submission of an NDA or other submission or to obtain regulatory approval in the United States or elsewhere, and we may be required to conduct additional clinical trials; the FDA or the applicable foreign regulatory authority may disagree regarding the formulation, labeling and/or the specifications of our product candidates; the FDA or comparable foreign regulatory authorities may fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies; and the approval policies or regulations of the FDA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval. In addition, the FDA and comparable foreign regulatory authorities may undergo leadership changes, change their policies, issue additional regulations or revise existing regulations, or take other actions, such as those implemented by the Department of Government Efficiency, which may impact our clinical development plans or prevent or delay approval of our product candidates under development on a timely basis. Such policy or regulatory changes could impose additional requirements upon us that could delay our ability to obtain approvals and increase the costs of compliance.

Of the large number of drugs in development, only a small percentage successfully complete the FDA or foreign regulatory approval processes and are commercialized. The lengthy approval process as well as the unpredictability of future clinical trial results may result in our failing to obtain regulatory approval to market our product candidates, which would significantly harm our business, results of operations and prospects.

If we were to obtain approval, regulatory authorities may approve any of our product candidates for fewer or more limited indications than we request, including failing to approve the most commercially promising indications, may grant approval contingent

on the performance of costly post-marketing clinical trials, or may approve a product candidate with a label that does not include the labeling claims necessary or desirable for the successful commercialization of that product candidate. If we are not able to obtain, or if there are delays in obtaining, required regulatory approvals for our product candidates, we will not be able to commercialize, or will be delayed in commercializing, our product candidates and our ability to generate revenue will be materially impaired.

***Disruptions at the FDA and other government agencies could negatively affect the review and approval of our regulatory submissions, which could negatively impact our business.***

The ability of the FDA to review and approve regulatory submissions can be affected by a variety of factors, including statutory, regulatory and policy changes, inadequate government budget funding levels or a reduction in the FDA's workforce and its ability to hire and retain key personnel, disruptions caused by government shutdowns and public health crises. There have been mass layoffs of federal employees since the start of the current presidential administration in January 2025, the full impact of which is unclear at this time. In addition, over the last several years, the U.S. federal government has shut down several times, including as recently as October 2025, and certain regulatory agencies, such as the FDA, have furloughed critical government employees and stopped critical activities. Such disruptions 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. In addition, the presidential administration has made and is expected to continue to make changes in the leadership of various U.S. federal regulatory agencies and changes to U.S. federal government policy that have led to, in some cases, legal challenges and uncertainty around the funding, functioning and policy priorities of the U.S. federal regulatory agencies, including the FDA. Such changes could result in the imposition of additional requirements upon our business, including in connection with our planned and ongoing clinical trials, that could delay our submissions to the FDA and ability to obtain approvals and increase the costs of compliance.

We are unable to predict the extent to which the current or future presidential administration may impose or seek to impose leadership or policy changes at the FDA or changes to rules and policies impacting the review and approvability of our submissions and our business and operations. It is unclear how executive actions or other potential actions by the federal government will impact the FDA or other regulatory authorities that oversee our business. Government proposals to reduce or eliminate budgetary deficits may include reduced allocations to the FDA and other related government agencies. These budgetary pressures may reduce the FDA's ability to perform its responsibilities, which could result in delays in our clinical trial timelines. If a significant reduction in the FDA's workforce occurs, the FDA's budget is significantly reduced or a prolonged government shutdown occurs, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions or take other actions critical to the development or manufacturing of our current product candidates or future product candidates, which could have a material adverse effect on our business.

***We may not be able to meet requirements for the chemistry, manufacturing and control of our product candidates.***

In order to receive approval of our products by the FDA and comparable foreign regulatory authorities, we must show that we and our contract manufacturing partners are able to characterize, control and manufacture our drug products safely and in accordance with regulatory requirements. This includes manufacturing the active ingredient or drug substance, developing an acceptable formulation, performing tests to adequately characterize the product, documenting a repeatable manufacturing process, meeting facility, process and testing validation requirements, and demonstrating that our drug products and delivery devices meet standards for parenteral administration as well as stability requirements. Meeting these chemistry, manufacturing and control requirements is a complex task that requires specialized expertise. If we are not able to meet the chemistry, manufacturing and control requirements, we may not be successful in getting our products approved.

***Our programs for which we intend to seek approval as biologics may face competition sooner than anticipated.***

The Patient Protection and Affordable Care Act, as amended by the Healthcare and Education Reconciliation Act, includes a subtitle called the Biologics Price Competition and Innovation Act of 2009 ("BPCIA"), which created an abbreviated approval pathway for biological products that are biosimilar to or interchangeable with an FDA-licensed reference biological product. Under the BPCIA, an application for a highly similar or "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 approved. During this 12-year period of exclusivity, another company may still market a competing version of the reference product if the FDA approves a full BLA for the competing product containing the sponsor's own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity and potency of their product.

We believe that any of our programs approved as biologics under a BLA should qualify for the 12-year period of exclusivity. However, there is a risk that this exclusivity could be shortened or changed due to congressional action or otherwise, or that the FDA will not consider our programs to be reference products for competing products, potentially creating the opportunity for competition

sooner than anticipated. Other aspects of the BPCIA, some of which may impact the BPCIA exclusivity provisions, have also been the subject of recent litigation. Moreover, the extent to which a biosimilar, once approved, will be substituted for any 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.

***Even if we receive regulatory approval of our product candidates, we will be subject to extensive ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our product candidates.***

Any regulatory approvals that we may receive for our product candidates will require the submission of reports to regulatory authorities and surveillance to monitor the safety and efficacy of the product candidate, may contain significant limitations related to use restrictions for specified patient subpopulations, warnings, precautions or contraindications, and may include burdensome post-approval study or risk management requirements. For example, the FDA may require a risk evaluation and mitigation strategy in order to approve our product candidates, which could entail requirements for a medication guide, physician training and 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 comparable foreign regulatory authorities approve our product candidates and the activities associated with their development and commercialization, including their design, testing, manufacture, safety, efficacy, recordkeeping, labeling, storage, approval, advertising, promotion, sale, distribution, import and export will be subject to comprehensive regulation by the FDA and other regulatory agencies in the United States and by comparable foreign regulatory authorities. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as on-going compliance with current cGMPs and GCPs for any clinical trials that we conduct following approval. In addition, manufacturers of drug products and their facilities are subject to continual review and periodic, unannounced inspections by the FDA and other regulatory authorities for compliance with cGMPs.

If we or a regulatory authority discover previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facilities where the product is manufactured, a regulatory authority may impose restrictions on that product, the manufacturing facility or us, including requiring recall or withdrawal of the product from the market or suspension of manufacturing, restrictions on our ability to conduct clinical trials, including full or partial clinical holds on ongoing or planned trials, restrictions on the manufacturing process, warning or untitled letters, civil and criminal penalties, injunctions, product seizures, detentions or import bans, voluntary or mandatory publicity requirements and imposition of restrictions on operations, including costly new manufacturing requirements. 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.

***We may face difficulties from healthcare legislative reform measures.***

Existing regulatory policies may change, and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we 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 lose any marketing approval that we may have obtained and we may not achieve or sustain profitability. See the section titled “Business—Government Regulation—Healthcare Reform” in our Annual Report on Form 10-K for the year ended December 31, 2025 for a more detailed description of healthcare reforms measures that may prevent us from being able to generate revenue, attain profitability, or commercialize our product candidates.

***Our business operations and current and future arrangements with investigators, healthcare professionals, consultants, third-party payors, patient organizations and customers will be subject to applicable healthcare regulatory laws, which could expose us to penalties.***

Our business operations and current and future arrangements with investigators, healthcare professionals, consultants, third-party payors, patient organizations and customers may expose us to broadly applicable 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 our products, if approved. See the section titled “Business—Government Regulation—Other Healthcare Laws and Compliance Requirements” in our Annual Report on Form 10-K for the year ended December 31, 2025 for a more detailed description of the laws that may affect our ability to operate.

Ensuring that our internal operations and future business arrangements with third parties comply with applicable healthcare laws and regulations will involve substantial costs. If our operations are found to be in violation of any of these laws or any other governmental laws and regulations that may apply to us, we may be subject to significant penalties, including civil, criminal and administrative

penalties, damages, fines, exclusion from government-funded healthcare programs, integrity oversight and reporting obligations to resolve allegations of non-compliance, disgorgement, individual imprisonment, contractual damages, reputational harm, diminished profits and the curtailment or restructuring of our operations. Further, defending against any such actions can be costly and time-consuming and may require significant 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.

***Even if we are able to commercialize any product candidates, due to potential unfavorable pricing regulations and/or third-party coverage/access and reimbursement policies, we may not be able to realize access to products or appropriate pricing, which would seriously harm our business.***

We intend to seek approval to market our product candidates in both the United States and in selected foreign jurisdictions. If we obtain approval in one or more foreign jurisdictions for our product candidates, we will be subject to rules and regulations in those jurisdictions. Our ability to successfully commercialize any product candidates that we may develop will depend in part on the extent to which reimbursement and distribution for these product candidates and related treatments will be available from government health administration authorities, private health insurers and other organizations. Government authorities and other third-party payors, such as private health insurers, health maintenance organizations, group purchasing organizations and pharmacy benefit managers, decide which medications they will cover and reimburse, including the establishment of reimbursement levels for those medications.

Government authorities and other third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. These entities may create preferential access policies for a competitor's product, including a branded or generic/biosimilar product, over our products in an attempt to reduce their costs, which may reduce our commercial opportunity. Additionally, if any of our product candidates are approved and we are found to have improperly promoted off-label uses of those product candidates, we may become subject to significant liability, which would materially adversely affect our business and financial condition. See the sections titled "Business—Government Regulation—Coverage and Reimbursement" and "Business—Other Government Regulation Outside of the United States—Regulation in the European Union" in our Annual Report on Form 10-K for the year ended December 31, 2025 for a more detailed description of the government regulations and third-party payor practices that may affect our ability to commercialize our product candidates.

***We are subject to U.S. and certain foreign export and import controls, sanctions, embargoes, anti-corruption laws, and anti-money laundering laws and regulations. We can face criminal liability and other serious consequences for violations, which can 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, various economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls, 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, contractors, and other collaborators from authorizing, promising, offering, or providing, directly or indirectly, improper payments or anything else of value to or from recipients in the public or private sector. We may engage third parties to sell our products outside the United States, to conduct clinical trials, 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, contractors, and other collaborators, 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.

***Governments outside the United States tend to impose strict price controls, which may adversely affect our revenue and/or our ability to gain access to our products, if any.***

In some countries, particularly member states of the EU, the pricing of prescription drugs is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after receipt of marketing approval for a therapeutic. In addition, there can be considerable pressure by governments and other stakeholders on prices and reimbursement levels, including as part of cost containment measures. Political, economic and regulatory developments may further complicate pricing negotiations, and pricing negotiations may continue after reimbursement has been obtained. Reference pricing used by various EU member states and parallel distribution, or arbitrage between low-priced and high-priced member states, can further reduce prices. To obtain coverage and reimbursement or pricing approvals in some countries, we or current or future collaborators may be required to conduct a clinical trial or other studies that compare the cost-effectiveness of our product candidates to other available therapies in order

to obtain or maintain reimbursement or pricing approval. Publication of discounts by third-party payors or authorities may lead to further pressure on the prices or reimbursement levels within the country of publication and other countries. If reimbursement of any product candidate approved for marketing is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our business, financial condition, results of operations or prospects could be materially and adversely affected. Brexit could lead to legal uncertainty and potentially divergent national laws and regulations, including those related to the pricing of prescription pharmaceuticals, as the UK determines which EU laws to replicate or replace. If the UK were to significantly alter its regulations affecting the pricing of prescription pharmaceuticals, we could face significant new costs.

***If the FDA approved an expedited pathway for one of our product candidates, it may not lead to a faster development or regulatory review or approval process.***

If a drug is intended for the treatment of a serious or life-threatening condition and the drug demonstrates the potential to address unmet medical needs for this condition, the product sponsor may apply for an expedited designation. The FDA has broad discretion whether or not to grant an expedited designation, and even if we receive an expedited designation, we may not experience a faster development process, review or approval compared to conventional FDA procedures. The FDA may withdraw the expedited designation if it believes that the designation is no longer supported by data from our clinical development program. Additionally, changes in the leadership of the FDA and other actions taken by the presidential administration, including mass layoffs within the federal government, may impose constraints on the FDA's ability to engage in activities in the normal course and may result in reductions to the FDA's budget, employees and operations, which may lead to slower response times and longer review periods, potentially affecting our ability to take advantage of the benefits for an expedited designation and progress development of our programs or obtain regulatory approval for our programs. See the section titled "Business—Government Regulation—Expedited Development and Review Programs" in our Annual Report on Form 10-K for the year ended December 31, 2025 for a more detailed description of the process for seeking Fast Track Designation.

**Risks Related to Our Common Stock**

***Our quarterly and annual operating results may fluctuate significantly or may fall below the expectations of investors or securities analysts, each of which may cause our stock price to fluctuate or decline.***

We expect our operating results to be subject to quarterly fluctuations. Our net loss and other operating results will be affected by numerous factors, including the factors discussed in this "Risk Factors" section and elsewhere in this Quarterly Report. If our quarterly or annual operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Furthermore, any quarterly or annual fluctuations in our operating results may, in turn, cause the price of our common stock to fluctuate substantially. We believe that quarterly comparisons of our financial results are not necessarily meaningful and should not be relied upon as an indication of our future performance.

***The price of our stock has fluctuated in the past and may continue to be volatile, and you could lose all or part of your investment.***

The trading price of our common stock has fluctuated in the past, and is likely to continue to fluctuate substantially in response to various factors, some of which are beyond our control, including the factors discussed in this "Risk Factors" section and elsewhere in this Quarterly Report. The realization of any of these factors could have a dramatic and adverse impact on the market price of our common stock.

In addition, the stock market in general, and the market for biotechnology and biopharmaceutical companies in particular, have historically been particularly volatile and experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors, including developments related to the products and product candidates of our competitors, may negatively affect the market price of our common stock, regardless of our actual operating performance or clinical trial results. For example, our stock price experienced volatility around the release of positive 16-week data from APEX Part A of our Phase 2 trial of zumilokibart for AD. In addition, escalating trade tensions, uncertainty around interest rates and regulatory uncertainty have caused significant market volatility in recent months, and particularly in the biotechnology and biopharmaceutical industries. If the market price of our common stock does not exceed the price at which you purchase your shares, you may not realize any return on your investment in us and may lose some or all of your investment. Securities class action litigation is often initiated against companies following periods of volatility in the market price of a company's securities. This type of litigation, if instituted, could result in substantial costs and a diversion of management's attention and resources, which would materially adversely affect our business, financial condition and results of operation.

***Our principal stockholders and management own a significant percentage of our stock and will be able to exert significant influence over matters subject to stockholder approval.***

Our executive officers, directors, holders of 5% or more of our capital stock and their respective affiliates beneficially own a significant percentage of our outstanding voting common stock and all of our outstanding non-voting common stock. These stockholders, acting together, may be able to impact matters requiring stockholder approval. For example, they may be able to entrench management or impact elections of directors, amendments of our organizational documents or approval of any merger, sale of assets or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders. The interests of this group of stockholders may not always coincide with your interests or the interests of other stockholders and they may act in a manner that advances their best interests and not necessarily those of other stockholders, including seeking a premium value for their common stock, and might affect the prevailing market price for our common stock.

***A sale of a substantial number of shares of our common stock may cause the market price of our common stock to drop significantly, even if our business is doing well.***

We cannot predict what effect, if any, sales of our shares in the public market or the availability of shares for sale will have on the market price of our common stock. Sales of a substantial number of shares of our common stock in the public market, including shares sold by holders of 5% or more of our capital stock and their respective affiliates or shares issued through our at-the-market facility or upon exercise of outstanding options or other equity awards, has in the past and could in the future reduce the market price of our common stock. We also expect that significant additional capital may be needed in the future to continue our planned operations. To raise capital, we may sell common stock, convertible securities, or other equity securities in one or more transactions at prices and in a manner we determine from time to time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common stock.

In addition, certain holders of our shares of our common stock have rights, subject to specified conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. We have filed a registration statement under the Securities Act of 1933, as amended (the "Securities Act") to register the shares of our common stock reserved for issuance under our equity compensation plans. These shares can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates.

***Provisions in our amended and restated certificate of incorporation and amended and restated bylaws and Delaware law might discourage, delay or prevent a change in control of our company or changes in our management and, therefore, depress the market price of our common stock.***

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could delay or prevent a change of control of our company or changes in our Board that our stockholders might consider favorable. At any time while at least 6,061,821 shares of non-voting common stock remain issued and outstanding, we may not consummate a Fundamental Transaction (as defined in our amended and restated certificate of incorporation) or any merger or consolidation of the Company with or into another entity or any stock sale to, or other business combination in which the stockholders of the Company immediately before such transaction do not hold at least a majority of the capital stock of the Company immediately after such transaction, without the affirmative vote of the holders of a majority of the then outstanding shares of non-voting common stock. All of the outstanding shares of non-voting common stock are held by entities affiliated with two stockholders. This provision of our amended and restated certificate of incorporation may make it more difficult for us to enter into any of the aforementioned transactions.

In addition, Section 203 of the General Corporation Law of the State of Delaware prohibits a publicly-held Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. Any provision of our amended and restated certificate of incorporation, amended and restated bylaws or Delaware law that has the effect of delaying or preventing a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our capital stock and could also affect the price that some investors are willing to pay for our common stock. See the section titled "Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation, Amended and Restated Bylaws and Delaware Law" in our Description of Securities filed as Exhibit 4.4 to our Annual Report on Form 10-K for the year ended December 31, 2025.

***Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware and the federal district courts of the United States will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes.***

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another State court in Delaware or the federal district court for the District of Delaware) is the exclusive forum for certain actions, in all cases subject to the court's having jurisdiction over indispensable parties named as defendants. In addition, our amended and restated certificate of incorporation provides that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act but that the forum selection provision will not apply to claims brought to enforce a duty or liability created by the Exchange Act. These exclusive forum provisions may impose additional costs on stockholders in pursuing any such claims or limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes, which may discourage lawsuits. There is uncertainty as to whether a court would enforce such provisions. If a court were to find these types of provisions to be inapplicable or unenforceable, and if a court were to find the exclusive forum provision in our amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could materially adversely affect our business. See the section titled "Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation, Amended and Restated Bylaws and Delaware Law" in our Description of Securities filed as Exhibit 4.4 to our Annual Report on Form 10-K for the year ended December 31, 2025.

***Because we do not anticipate paying any dividends on our capital stock in the foreseeable future, capital appreciation, if any, will be your sole source of gain.***

We have never declared or paid dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development, operation and expansion of our business and do not anticipate declaring or paying any dividends for the foreseeable future. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

***Our estimates of market opportunity and forecasts of market growth may prove to be inaccurate, and even if the markets in which we compete achieve the forecasted growth, our business may not grow at similar rates, or at all.***

Our market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates which may not prove to be accurate. Our estimates and forecasts relating to size and expected growth of our target market may prove to be inaccurate. Even if the markets in which we compete meet our size estimates and growth forecasts, our business may not grow at similar rates, or at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties.

Our revenue will be dependent, in part, upon the size of the markets in the territories for which we gain regulatory approval, the accepted price for the product, the ability to obtain coverage and reimbursement and whether we own the commercial rights for that territory. If the number of our addressable patients is not as significant as we estimate, the indication approved by regulatory authorities is narrower than we expect or the treatment population is narrowed by competition, physician choice or treatment guidelines, we may not generate significant revenue from sales of such products, even if approved.

***The dual class structure of our common stock may limit your ability to influence corporate matters and may limit your visibility with respect to certain transactions.***

The dual class structure of our common stock may limit your ability to influence corporate matters. Holders of our common stock are entitled to one vote per share, while holders of our non-voting common stock are not entitled to any votes. Nonetheless, each share of our non-voting common stock may be converted at any time into one share of our common stock at the option of its holder by providing written notice to us, subject to the limitations provided for in our amended and restated certificate of incorporation. Consequently, if holders of our non-voting common stock exercise their option to make this conversion, this will have the effect of increasing the relative voting power of those prior holders of our non-voting common stock, and correspondingly decreasing the voting power of the holders of our common stock, which may limit your ability to influence corporate matters. Additionally, stockholders who hold, in the aggregate, more than 10% of our common stock and non-voting common stock, but 10% or less of our common stock, and are not otherwise an insider, may not be required to report changes in their ownership due to transactions in our non-voting common stock pursuant to Section 16(a) of the Exchange Act, and may not be subject to the short-swing profit provisions of Section 16(b) of the Exchange Act.

**General Risk Factors**

***We may become exposed to costly and damaging liability claims, either when testing our programs in the clinic or at the commercial stage, and our product liability insurance may not cover all damages from such claims.***

We are exposed to potential product liability and professional indemnity risks that are inherent in the research, development, manufacturing, marketing and use of pharmaceutical products. While we currently have no products that have been approved for commercial sale, the use of our product candidates in clinical trials, and the sale of any approved products in the future, may expose us to liability claims. These claims may be made by patients that use the product, HCPs, pharmaceutical companies, or others selling such products. Any claims against us, regardless of their merit, could be difficult and costly to defend and could materially and adversely affect the market for our products or any prospects for commercialization of our products. Although we currently maintain adequate product liability insurance for our product candidates, it is possible that our liabilities could exceed our insurance coverage or that in the future we may not be able to maintain insurance coverage at a reasonable cost or obtain insurance coverage that will be adequate to satisfy any liability that may arise. If a successful product liability claim or series of claims is brought against us for uninsured liabilities or in excess of insured liabilities, our assets may not be sufficient to cover such claims and our business operations could be impaired.

***Litigation costs and the outcome of litigation could have a material adverse effect on our business.***

From time to time we may be subject to litigation claims through the ordinary course of our business operations regarding, but not limited to, securities litigation, employment matters, security of patient and employee personal information, contractual relations with collaborators and licensors and intellectual property rights. Litigation to defend ourselves against claims by third parties, or to enforce any rights that we may have against third parties, could result in substantial costs and diversion of our resources, and we may not have adequate insurance coverage in the event these risks materialize, which may cause a material adverse effect on our business, financial condition, results of operations or cash flows.

***If securities or industry analysts do not publish research or reports, or if they publish adverse or misleading research or reports, regarding us or 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 or our business. If no or few securities or industry analysts continue coverage of us or if one or more of these analysts cease coverage of us or fail to publish reports on us regularly, our stock price could be negatively impacted. If any of the analysts who cover us issue adverse or misleading research or reports regarding us, our business model, our intellectual property, our stock performance or our market, or if our clinical trials or operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease to cover our stock, we could lose visibility in the market for our stock, which in turn could cause our stock price and trading volume to decline.

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

As a public company, we will continue to incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the Nasdaq Global Market and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. In addition, changing laws, regulations, and standards relating to corporate governance and public disclosure, including those related to climate change and other environmental, social and governance focused disclosures, are creating uncertainty for public companies, increasing legal and financial compliance costs, and making some activities more time consuming. Our management and other personnel will continue to devote a substantial amount of time to these compliance initiatives, and we will continue to incur increased legal and financial compliance costs. For example, maintaining customary public company director and officer liability insurance requires substantial expenditures. The impact of these legal and financial requirements could make it more difficult for us to attract and retain qualified persons to serve on our Board, our Board committees or as executive officers. The increased costs may require us to reduce costs in other areas of our business or increase the prices of our product candidates, once commercialized. Moreover, these rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

***If we fail to maintain proper and effective internal controls over financial reporting our ability to produce accurate and timely financial statements could be impaired.***

Pursuant to Section 404 of the Sarbanes-Oxley Act, our management is required to report upon the effectiveness of our internal control over financial reporting. We are also required to have an audit of the effectiveness of our internal control over financial reporting. The rules governing the standards that must be met for management to assess our internal control over financial reporting are complex and require significant documentation, testing, and possible remediation. To achieve compliance with Section 404 within the prescribed period, we are engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. This process will be time-consuming, costly and complicated.

Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations, or cash flows. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness or significant deficiency in our internal control over financial reporting, 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.

***Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.***

We are subject to the periodic reporting requirements of the Exchange Act. We designed our disclosure controls and procedures to reasonably assure that information we must disclose in reports we file or submit under the Exchange Act is accumulated and communicated to management, and recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well-conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. For example, our directors or executive officers could inadvertently fail to disclose a new relationship or arrangement causing us to fail to make any related party transaction disclosures. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected. In addition, we do not have a formal risk management program for identifying and addressing risks to our business in other areas.

***Our business could be adversely affected by economic downturns, inflation, increases in interest rates, natural disasters, public health crises, political crises, geopolitical events, such as the conflict between Russia and Ukraine, and Israel and Hamas or other macroeconomic conditions, which could have a material and adverse effect on our results of operations and financial condition.***

The global economy, including credit and financial markets, has experienced extreme volatility and disruptions, including, among other things, diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, supply chain shortages, increases in inflation rates, higher interest rates, and uncertainty about economic stability. Adverse macroeconomic conditions, including inflation, slower growth or recession, new or increased tariffs and other barriers to trade, especially in light of recent comments and executive orders made by the current presidential administration, changes to fiscal and monetary policy or government budget dynamics (particularly in the pharmaceutical and biotech areas), government shutdowns, tighter credit, higher interest rates, volatility in financial markets, high unemployment, labor availability constraints, currency fluctuations and other challenges in the global economy have in the past adversely affected, and may in the future adversely affect, us and our business partners and suppliers. Since February 2025, the United States government has imposed various tariffs on imports from most countries, including tariffs on imports from China and South Korea. In September 2025, President Trump announced plans to impose 100% tariffs on imported branded or patented pharmaceuticals, unless the importing company is building U.S. manufacturing capacity. Further, in early April 2026, President Trump issued a proclamation under Section 232 of the Trade Expansion Act of 1962 determining that imports of certain pharmaceutical products, including patented pharmaceuticals, associated active pharmaceutical ingredients and related materials could threaten U.S. national security and authorized the imposition of tariffs of up to 100% on covered imports. Imports of certain listed products from specific partner countries, including South Korea and the European Union, may be subject to reduced tariff rates. It is not yet clear whether these tariffs would apply to the importation of active pharmaceutical ingredients and possibly bulk drug products that are intended for use in clinical trials and not for commercial sale, which could increase the costs of materials for our clinical trials. There still remains substantial uncertainty about the duration of existing tariffs and whether additional tariffs may be imposed, modified or

suspended. Historically, tariffs have led to increased trade and political tensions and foreign countries' retaliatory tariffs on U.S. goods. Political tensions as a result of trade policies could reduce trade volume, investment, technological exchange and other economic activities between major international economies, which could materially adversely affect global economic conditions and the stability of global financial markets. In addition, the Federal Reserve raised interest rates multiple times in response to concerns about inflation and, although it has lowered interest rates, there is no guarantee that it will not raise them again. Higher interest rates, coupled with reduced government spending and volatility in financial markets, may increase economic uncertainty and affect consumer spending. Similarly, geopolitical uncertainties and international conflicts, including the ongoing military conflicts between Russia and Ukraine and in the Middle East and rising tensions with China, have created extreme volatility in the global capital markets and may have further global economic consequences, including disruptions of the global supply chain. Any such volatility and disruptions may adversely affect our business or the third parties on whom we rely. If the equity and credit markets deteriorate, including as a result of political unrest or war, it may make any necessary debt or equity financing more costly, more dilutive, or more difficult to obtain in a timely manner or on favorable terms, if at all. Increased inflation rates can adversely affect us by increasing our costs, including labor and employee benefit costs.

We may in the future experience disruptions as a result of such macroeconomic conditions, including delays or difficulties in initiating or expanding clinical trials and manufacturing sufficient quantities of materials. Any one or a combination of these events could have a material and adverse effect on our results of operations and financial condition.

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

***Use of Proceeds from IPO of Common Stock***

In July 2023, we completed our IPO pursuant to which we issued and sold an aggregate of 20,297,500 shares of our common stock, including the full exercise of the underwriters' option to purchase up 2,647,500 additional shares, at the IPO price of $17.00 per share. The offer and sale of all of the shares of our common stock in the IPO were registered under the Securities Act pursuant to our Registration Statement on Form S-1, as amended (File Nos. 333-272831 and 333-273236), which were declared effective on July 13, 2023. Jefferies, TD Cowen, Stifel and Guggenheim Securities acted as joint book-running managers for the IPO. Wedbush PacGrow acted as lead manager for the IPO. We received gross proceeds from our IPO of approximately $345.1 million, and net proceeds of approximately $315.4 million, after deducting underwriting discounts and commissions and other offering expenses. None of the underwriting discounts and commissions or other offering expenses were incurred or paid, directly or indirectly, to any of our directors or officers or their associates or to persons owning 10% or more of our common stock or to any of our affiliates.

The net proceeds from the IPO have been used and are expected to be used primarily to fund our clinical trials, including our Phase 2 trial, and manufacturing of our zumilokibart product candidate, fund our preclinical studies, clinical trials and manufacturing of our APG808 program, fund our preclinical studies, clinical trials and manufacturing of our APG990 program and fund our preclinical studies of our other programs. We intend to use the remainder for our additional research and development activities, as well as for capital expenditures, working capital and general corporate purposes. There has been no material change in our intended use of proceeds from our IPO as described in the final prospectus for our IPO filed with the SEC pursuant to Rule 424(b) under the Securities Act on July 17, 2023.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Mine Safety Disclosures**

Not applicable.

**Item 5. Other Information**

***Trading Plans***

During the fiscal quarter ended June 30, 2026, no director or Section 16 officer adopted or terminated any Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (in each case, as defined in Item 408(a) of Regulation S-K).

**Item 6. Exhibits**

The exhibits filed or furnished as part of this Quarterly Report are set forth below.

| Exhibit Number | Description of Exhibit |
|---|---|
| 2.1 | Contribution and Exchange Agreement, effective July 13, 2023, by and among the Company and the Unit Holders named therein (filed with the SEC as Exhibit 2.1 to the Company's Form 10-Q filed on August 28, 2023). |
| 2.2+ | Agreement and Plan of Merger, dated as of June 18, 2026, by and among Apogee Therapeutics, Inc., Andor LLC, Andor Merger Co., and AbbVie Inc., solely for the limited purposes set forth therein (filed with the SEC as Exhibit 2.1 to the Company's Form 8-K filed on June 22, 2026). |
| 3.1 | Amended and Restated Certificate of Incorporation of the Registrant (filed with the SEC as Exhibit 3.1 to the Company's Form 10-Q filed on August 28, 2023). |
| 3.2 | Amended and Restated Bylaws of the Registrant (filed with the SEC as Exhibit 3.2 to the Company's Form 10-Q filed on August 28, 2023). |
| 4.1 | Form of Common Stock Certificate of the Registrant (filed with the SEC as Exhibit 4.1 to the Company's Form S-1/A filed on July 3, 2023). |
| 4.2 | Registration Rights Agreement, dated July 13, 2023, by and among the Company and the Investors named therein (filed with the SEC as Exhibit 4.2 to the Company's Form 10-Q filed on August 28, 2023). |
| 4.3 | Form of Pre-Funded Warrant (filed with the SEC as Exhibit 4.1 to the Company's Current Report on Form 8-K filed on October 10, 2025). |
| 10.1*# | Revenue Participation Right Purchase and Sale Agreement, dated May 26, 2026, by and between the Company and Annapurna Aggregator L.P., an affiliate of funds managed by Blackstone Life Sciences. |
| 10.2+# | Antibody Discovery Agreement, dated June 17, 2026, by and between Paragon Therapeutics, Inc. and Apogee Therapeutics, Inc. (filed with the SEC as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 22, 2026). |
| 10.3+# | License Agreement, dated June 17, 2026, by and between Paragon Therapeutics, Inc. and Apogee Therapeutics, Inc. (filed with the SEC as Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 22, 2026). |
| 31.1* | Certification of the principal executive officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934 |
| 31.2* | Certification of the principal financial officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934 |
| 32.1*(1) | Certification of the principal executive officer and principal financial officer pursuant to 18 U.S.C. Section 1350 and Rule 13a-14(b) under the Securities Exchange Act of 1934 |
| 99.1 | Voting Agreement, dated as of June 18, 2026, by and among AbbVie Inc., Andor LLC, Andor Merger Co., Fairmount Healthcare Fund II L.P., Venrock Healthcare Capital Partners III, L.P., VHCP Co-Investment Holdings III, LLC and Venrock Healthcare Capital Partners EG, L.P. (filed with the SEC as Exhibit 99.2 to the Company's Current Report on Form 8-K filed on June 22, 2026). |
| 101.INS* | Inline XBRL Instance Document |
| 101.SCH* | Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents |
| 104* | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

* Filed herewith

+ Certain exhibits and schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally to the SEC a copy of any omitted exhibits or schedules upon request.

# Portions of the exhibit have been omitted for confidentiality purposes.

(1) Furnished herewith and not to be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the Exchange Act) or otherwise subject to the liability of such section, and not to be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act.

**SIGNATURES**

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

**Apogee Therapeutics, Inc.**

Date: August 10, 2026

By: /s/ Michael Henderson, M.D.
Michael Henderson, M.D.
*Chief Executive Officer*
*(principal executive officer)*

Date: August 10, 2026

By: /s/ Jane Pritchett Henderson
Jane Pritchett Henderson
*Chief Financial Officer*
*(principal financial and accounting officer)*

**Exhibit 10.1**

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

# Revenue Participation Right

# Purchase and Sale Agreement

By and Between

Apogee Therapeutics, Inc.

and

Annapurna Aggregator L.P.

Dated as of May 26, 2026

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

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# REVENUE PARTICIPATION RIGHT PURCHASE AND SALE AGREEMENT

This REVENUE PARTICIPATION RIGHT PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of May 26, 2026 (the "Effective Date"), is made and entered into by and between Annapurna Aggregator L.P., a Delaware limited partnership (the "Buyer"), and Apogee Therapeutics, Inc., a Delaware corporation (the "Seller" and the Buyer and the Seller, each a "Party").

W I T N E S S E T H:

WHEREAS, the Seller is in the business of, among other things, developing and Commercializing the Products;

WHEREAS, the Buyer desires to purchase the Initial Revenue Participation Right and the Tranche 4 Incremental Revenue Participation Right and receive the Revenue Payments from the Seller, in each case on the terms and conditions set forth in this Agreement;

WHEREAS, the Seller desires to use the proceeds from the Upfront Purchase Price and, if funded, each of the Tranche 2 Purchase Price and the Tranche 3 Purchase Price, for the clinical development of APG777;

WHEREAS, the Seller desires to sell the Initial Revenue Participation Right and the Tranche 4 Incremental Revenue Participation Right and make the Revenue Payments to the Buyer, in each case on the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Seller and the Buyer hereby agree as follows:

## ARTICLE 1
## DEFINITIONS

Section 1.1 Definitions. The following terms, as used herein, shall have the following meanings:

"Acquirer" means, collectively, the Third Party referenced in the definition of "Change of Control" and such Third Party's Affiliates, other than the Seller and Seller's Affiliates immediately prior to the closing of such Change of Control.

"Affiliate" means, with respect to any particular Person, any other Person directly or indirectly controlling, controlled by or under common control with such particular Person. For purposes of this definition of "Affiliate," the term "control" means direct or indirect ownership of (a) fifty percent (50%) or more, including ownership by trusts with substantially the same beneficial interests, of the voting and equity rights of such Person, firm, trust, corporation, partnership or other entity or combination thereof, or (b) the power to direct the management of such Person, firm, trust, corporation, partnership or other entity or combination thereof, by contract or otherwise. For purposes hereof, any Person shall be deemed to control a partnership, limited liability company, association or other business entity if such Person, directly or indirectly through one or more intermediaries, shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control the managing director or general partner of such partnership, limited liability company, association or other business entity. Notwithstanding any provision to the contrary in this Agreement, Affiliates of Buyer will not include any portfolio companies of an investment management fund, private equity fund, venture capital

fund or registered investment company now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, Buyer.

"AD" means atopic dermatitis.

"Additional Monetization" is defined in Section 7.13(b).

"Agreement" is defined in the preamble.

"Annual Aggregate Product Net Sales" is defined in Exhibit E.

"APG777" means the antibody that specifically binds to and inhibits interleukin-13 (IL-13), coded by the Seller as of the Effective Date as APG777 or zumilokibart (APG777).

"APG777 Phase 2 Part B Clinical Trial" means [ * * * ].

"APG777 Phase3 Clinical Trials" means [ * * * ].

"APG777 Product Rights" means any and all of the following, as they exist throughout the world: (a) the Intellectual Property Rights specifically related to, or necessary or actually used for the Manufacture or Exploitation of, any Product containing APG777, (b) regulatory filings, submissions and approvals, including Marketing Approvals and pricing and reimbursement approvals, with or from any Regulatory Authorities related to APG777, (c) In-Licenses related to APG777 and (d) Out-Licenses specifically related to APG777, and in each case, including those existing as of the Effective Date as set forth on Exhibit G.

"Audit Arbitrator" is defined in Section 7.4(d).

"Back-Up Security Interest" is defined in Section 2.3.

"Bankruptcy Laws" means, collectively, bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer or other similar laws affecting the enforcement of creditors' rights generally.

"Base Revenue Percentage" means the rates in respect of Annual Aggregate Product Net Sales set forth in the "Base Revenue Percentage" column on Exhibit E (subject to proportional adjustment in accordance with Exhibit E if the Buyer receives a CoC Optional Payment).

"Bill of Sale" is defined in Section 3.3.

"Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions located in New York are permitted or required by applicable law or regulation to remain closed.

"Buy-Back Option" is defined in Section 7.10(b).

"Buy-Back Requirement" is defined in Section 7.10(a).

"Buyer" is defined in the preamble.

"Buyer Indemnified Parties" is defined in Section 8.1(a).

"Calendar Quarter" means a period of three (3) consecutive months ending on the last day of March, June, September, or December, respectively.

"Calendar Year" means a period of twelve (12) consecutive months commencing on January 1 of any year.

"CDx Agreement" means any agreement or arrangement between the Seller or any of its Affiliates, on the one hand, and any Third Party, on the other hand, for the development or commercialization of companion diagnostics for use with a Product.

"Change of Control" means (a) a transaction or series of related transactions that results in the sale or other disposition of all or substantially all of the Seller's and its Affiliates' assets to a Third Party, on a consolidated basis; (b) a merger or consolidation of the Seller (or a parent entity) with a Third Party in which the Seller (or a parent entity) is not the surviving corporation or in which, if the Seller (or its parent entity) is the surviving corporation, the stockholders of the Seller (or its parent entity) immediately prior to the consummation of such merger or consolidation do not, immediately after consummation of such merger or consolidation, possess, directly or indirectly through one or more intermediaries, and acting jointly, a majority of the voting power of all of the surviving entity's outstanding stock and other securities and the power to elect a majority of the members of the Seller's (or its parent entity's) board of directors (or equivalent governing body); or (c) a transaction or series of related transactions with one or more Third Parties (which may include a tender offer for the Seller's (or its parent entity's) stock or the issuance, sale or exchange of stock of the Seller (or its parent entity)) if the stockholders of the Seller (or its parent entity) immediately prior to such transaction(s) do not, immediately after consummation of such transaction(s), possess, directly or indirectly through one or more intermediaries, and acting jointly, a majority of the voting power of all of the Seller's (or its parent entity's) or its successor's outstanding stock and other securities and the power to elect a majority of the members of the Seller's (or its parent entity's) or its successor's board of directors (or equivalent governing body).

"Claim" means any Third Party claim, demand, suit or cause of action.

"Clinical Trial" means a clinical study involving human subjects intended to support the Marketing Approval or Commercialization of a Product.

"CoC 180 Payment" means [ * * * ].

"CoC 2030 Payment" means [ * * * ].

"CoC Optional Payment" means the CoC 180 Payment or the CoC 2030 Payment, as applicable.

"CoC Required Payment" means [ * * * ].

"CMC Activities" means those manufacturing activities and regulatory activities designed to support preparation of the chemistry, manufacturing and controls sections of any regulatory materials or Marketing Approval for the Products.

"Combination Product" means: [ * * * ].

"Commercialization" means any and all activities directed to the marketing, detailing, promotion, commercial launching, selling and securing of reimbursement of a product (including using, importing, selling and offering for sale of the product ), and shall include post-Marketing Approval studies, post-launch marketing, promoting, detailing, marketing research, customer service, selling a product, importing, exporting, and regulatory compliance with respect to the foregoing. When used as a verb, "Commercialize" and "Commercializing" shall mean to engage in Commercialization. For clarity, "Commercialization" excludes Manufacturing activities.

"Commercially Reasonable Efforts" means, [ * * * ].

"Confidential Information" is defined in Section 9.1.

"Contract Manufacturing Agreement" means any agreement or arrangement between the Seller or any of its Affiliates and any Third Party for the Manufacture of a Product, including bulk drug product, bulk drug substance and finished product, for Commercialization.

"Customary Additional Monetization Senior Intercreditor Agreement" means, with respect to any Additional Monetization at any time during which Senior Debt is outstanding, such customary intercreditor agreement in form and substance that is reasonably satisfactory to the Seller, the Buyer, and the provider of Additional Monetization and the holder of Senior Debt of each applicable facility [ * * * ].

"Customary Additional Monetization Junior Intercreditor Agreement" means, with respect to any Additional Monetization, such customary intercreditor agreement in form and substance that is reasonably satisfactory to the Seller, the Buyer and the provider of Additional Monetization [ * * * ].

"Customary Senior Debt Intercreditor Agreement" means, with respect to any Senior Debt, (a) an intercreditor agreement with substantially the same terms as the form of Senior Debt Intercreditor Agreement attached hereto as Exhibit C or (b) such other customary intercreditor agreement in form and substance that is reasonably satisfactory to the Seller, the Buyer and the holder of such Senior Debt, [ * * * ].

"Data Room" means that certain electronic data room established by Seller and hosted on [ * * * ], and to which Buyer was granted access prior to the Effective Date.

"Disclosing Party" is defined in Section 9.1.

"Disclosure Schedule" means the Disclosure Schedule, dated as of the Effective Date, delivered to the Buyer by the Seller concurrently with the execution of this Agreement.

"Effective Date" is defined in the preamble.

"EMA" means the European Medicines Agency, or any successor agency thereto.

"European Union" means the countries of the European Union, as it is constituted on the Effective Date and as it may be modified from time to time after the Effective Date.

"Existing Patents" has the meaning set forth in Section 4.10(a).

"Exploitation" or "Exploit" means any and all activities directed to the research, development, importation, exportation, use, registration, modification, enhancement, improvement, optimization, seeking of Marketing Approvals and pricing and reimbursement approvals for, Commercialization, or other exploitation of a Product. "Exploitation" excludes Manufacturing activities.

"FCPA" is defined in Section 4.15.

"FDA" means the U.S. Food and Drug Administration, or any successor agency thereto.

"First Commercial Sale" means, with respect to a Product, the first sale that will result in any Net Sales in any jurisdiction of the world after Marketing Approval of such Product has been granted in such jurisdiction, or after marketing and sale of such Product is otherwise permitted in such jurisdiction, by the applicable Regulatory Authority.

"GAAP" means generally accepted accounting principles in the United States, as consistently applied by the applicable Related Party in accordance with its implemented accounting practices.

"Governmental Entity" means any: (a) nation, principality, republic, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or other entity and any court, arbitrator or other tribunal); (d) multi-national organization or body; or (e) individual, body or other entity exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

"Gross Sales" is defined in the definition of "Net Sales".

"Indebtedness" means any indebtedness for borrowed money, obligation evidenced by a note, bond, debenture or similar instrument, or guarantee of any of the foregoing.

"Indemnified Party" is defined in Section 8.2.

"Indemnifying Party" is defined in Section 8.2.

"Initial Closing Date" is defined in Section 3.1.

"Initial Revenue Participation Right" means the Revenue Participation Right in respect of the Base Revenue Percentage.

"In-License" means [ * * * ].

"Intellectual Property Rights" means any and all of the following owned or in-licensed by the Seller or its Affiliates or their respective Licensees, as they exist throughout the world at any time: (a) the Patent Rights; (b) rights in registered and unregistered trademarks, service marks, trade names, trade dress, logos, packaging

design, slogans and Internet domain names, and registrations and applications for registration of any of the foregoing, in each case, as specifically related to any Product; (c) copyrights in both published and unpublished works, including all compilations, databases and computer programs, manuals and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above, in each case, as specifically related to any Product; (d) rights in all Know-How specifically related to any Product or necessary or actually used for the Manufacture or Exploitation of any Product; (e) any and all other intellectual property rights or proprietary rights, whether or not patentable, specifically relating to any of the foregoing ((a)-(d)); and (f) intellectual property rights in regulatory filings, submissions, applications, registrations and approvals specifically related to any Product

"Judgment" means any judgment, order, writ, injunction, citation, award or decree of any nature.

"Know-How" means any and all proprietary or confidential information, know-how and trade secrets, including processes, formulae, models and techniques, rights in research in progress, algorithms, data, databases, data collections, chemical and biological materials (including any compounds, DNA, RNA, clones, vectors, cells and any expression product, progeny, derivatives or improvements thereto), and the results of experimentation and testing, and samples.

"Lien" means a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind or assignment for security purposes, whether voluntarily incurred or arising by operation of law or otherwise against any property or assets.

"Lien Termination Date" is defined in Section 7.14.

"Licensee" means any Third Party that is a counterparty to an Out-License, or any downstream (sub)licensee of such Third Party under such Out-License.

"Logistics Agreement" means any agreement between the Seller or any of its Affiliates, on the one hand, and a Third Party acting solely as a Logistics Provider, on the other hand.

"Logistics Provider" means a Third Party that has the right, option or obligation to distribute, transport, warehouse, package, import, or provide similar logistics services with respect to Product on behalf of a Related Party.

"Loss" means any and all Judgments, damages, losses, claims, costs, liabilities and expenses, including reasonable fees and out-of-pocket expenses of counsel.

"Major Market" means [ * * * ].

"Manufacturer" means a Third Party that is a party to any Contract Manufacturing Agreement.

"Manufacturing" or "Manufacture" means manufacturing, production, formulating, processing, filling, finishing, quality control, quality assurance, stability testing, packaging, labeling, shipping, importing, storage and similar activities with respect to a product (and components thereof or therefor), and regulatory compliance with respect to the foregoing.

"Marketing Approval" means, with respect to any Product, any and all approvals (including drug or device approval applications), licenses, registrations or authorizations sufficient to Commercialize such product in accordance with applicable laws (excluding any compassionate or emergency use or similar approval or authorization and excluding pricing and reimbursement approvals).

"Material Adverse Effect" means [ * * * ].

"Material Breach" means (i) a breach by Seller of Section 7.1, Section 7.3, Section 7.6, Section 7.7, or Section 7.13 of this Agreement, or (ii) a breach of any other provision of ARTICLE 7 hereof by the Seller that has not been cured or waived by the Buyer within [ * * * ] days following Buyer providing Seller with notice of such breach.

"Maximum Revenue Participation Right" is defined in Exhibit E.

"Maximum Revenue Percentage" is defined in Exhibit E.

"Net Sales" means the gross amount invoiced, billed or otherwise recorded for sales of a Product anywhere in the world by or on behalf of the Seller (or any permitted assignee), its Affiliates, or any Licensee, in each case, to a Third Party in accordance with GAAP consistently applied ("Gross Sales"), less the following amounts, to the extent actually deducted in calculating revenue from sales of the applicable Product in accordance with GAAP consistently applied, and not reimbursed by or recovered from such Third Party; provided, that any given amount may be taken as a permitted deduction only once:

[ * * * ].

"Other Component" is defined in the definition of "Combination Product".

"Out-License" means [ * * * ].

"Party" is defined in the preamble.

"Patents" means any and all patents and patent applications, including any continuation, continuation-in-part, division, provisional or any substitute applications, any patent issued with respect to any of the foregoing patent applications, any certificate, reissue, reexamination, renewal or patent term extension or adjustment (including any supplementary protection certificate) of any such patent or other governmental actions which extend any of the subject matter of a patent, and any substitution patent, confirmation patent or registration patent or patent of addition based on any such patent, and all foreign counterparts of any of the foregoing.

"Patent Rights" means any and all Patents owned or in-licensed by the Seller or any of its Affiliates or their respective Licensees or under which the Seller or any of its Affiliates or their respective Licensees is or may become empowered to practice, the subject matter of which is necessary or actually used for the Manufacture or Exploitation of any Product, including the Patents existing as of the Effective Date set forth on Schedule 4.10(a) and Exhibit G.

"Permitted Liens" means any of the following:

[ * * * ].

"Permitted Out-License" means a written Out-License between the Seller or any of its Affiliates, on the one hand, and a Permitted Transferee on the other hand.

"Permitted Transferee" [ * * * ].

"Person" means any individual, firm, corporation, company, partnership, limited liability company, trust, joint venture, association, estate, trust, Governmental Entity or other entity, enterprise, association or organization.

"Phase 2 Clinical Trial" means a Clinical Trial of an investigational product in human subjects with the objective of exploring the feasibility, safety, dose ranging, or efficacy of a pharmaceutical or biologic product that satisfies the requirements of 21 C.F.R. § 312.21(b), or a comparable Clinical Trial prescribed by the relevant Regulatory Authority in a country other than the United States.

"Phase 3 Clinical Trial" means a Clinical Trial that incorporates accepted endpoints for confirmation of safety and statistical significance of efficacy with the aim to generate data and results that can be submitted to obtain Marketing Approval as described in 21 C.F.R. 312.21(c), or a comparable Clinical Trial prescribed by the relevant Regulatory Authority in a country other than the United States.

"Phase 3 Readout Date" means the date of the final 16-week data readout from both APG777 Phase3 Clinical Trials.

*"*Post FCS Advisory Meeting" has the meaning set forth in Section 7.2(a).

"Prime Rate" means the prime rate published by The Wall Street Journal, from time to time, as the prime rate.

"Product" means any product that comprises or contains APG777, in any dosage form, dosing regimen, formulation, or strength, including Combination Products.

"Purchase Price" means the sum of the Upfront Purchase Price, the Tranche 2 Purchase Price, the Tranche 3 Purchase Price, and, if applicable, the Tranche 4 Purchase Price.

"Quarterly Advisory Meeting" is defined in Section 7.2(a).

"Receiving Party" is defined in Section 9.1.

"Regulatory Authority" means any Governmental Entity, including the FDA, which has responsibility in granting a Marketing Approval.

"Related Party" means each of the Seller, its Affiliates, and their respective Licensees, as applicable.

"Representative" means, with respect to any Person, (a) any direct or indirect member or partner of such Person and (b) any manager, director, trustee, officer, employee, agent, advisor or other representative (including attorneys, accountants, consultants, contractors, actual and potential lenders, investors, co-investors and assignees, bankers and financial advisers) of such Person.

"Revenue Participation Right" means the right to receive payment in full of all Revenue Payments, and an undivided ownership interest of all accounts (as defined in the UCC), general intangibles (as defined in the UCC), payment intangibles (as defined in the UCC) and all other rights to payment on account of Net Sales, and all proceeds thereof, in an amount equal to the applicable Revenue Percentage multiplied by Net Sales during the Revenue Payment Term. For clarity, following the Tranche 4 Closing, the Revenue Participation Right shall include the Tranche 4 Incremental Revenue Participation Right. For clarity, the Revenue Percentage shall be calculated in accordance with Exhibit E based on Annual Aggregate Product Net Sales.

"Revenue Payment" means for each Calendar Quarter occurring (in whole or in part) during the Revenue Payment Term, an amount payable to the Buyer equal to the product of (i) Net Sales during such Calendar Quarter (or, for any Calendar Quarter occurring in part during the Revenue Payment Term, Net Sales for the calendar days falling within the Revenue Payment Term during such Calendar Quarter) and (ii) the applicable Revenue Percentage. For clarity, the Revenue Percentage shall be calculated in accordance with Exhibit E based on Annual Aggregate Product Net Sales.

"Revenue Payment Term" means the period commencing on the date of receipt of the First Commercial Sale of the first Product and ending on the date that is the fifteenth (15th) anniversary of the date of receipt of the Marketing Approval of the first Product.

"Revenue Percentage" is defined on Exhibit E.

"Revenue Report" is defined in Section 7.3(c).

"Safety Event" means a determination by (a) a Regulatory Authority, (b) the Seller's clinical safety adjudication committee (acting in good faith and in accordance with its charter), or (c) a data monitoring review board (or similar entity), in each case ((b) and (c)), after reasonable consultation with the FDA or similar Regulatory Authority but subject to such committee's or board's final determination, that, in connection with a Clinical Trial for a given Product: (i) such Product presents an unreasonable and significant risk of death, a life-threatening condition or other serious safety concern or (ii) the safety risks, as determined in consultation with a data monitoring review board, associated with such Product otherwise outweigh its benefits, in each case of (i) and (ii), to patients such that such Product should not continue to be administered to the patient population being studied in such Clinical Trial.

"Safety Notices" means any recalls, field alert reports, market withdrawals, "dear doctor" letters, safety alerts or other notices of action relating to a material alleged lack of safety or regulatory compliance of a Product.

"Seller" is defined in the preamble.

"Seller Indemnified Parties" is defined in Section 8.1(b).

"Senior Debt" means any secured credit facility (including any working capital or revolving loan facility), term loan, or other Indebtedness (other than, for the avoidance of doubt, an Additional Monetization) that is secured by a Lien on any Revenue Participation Right or any "proceeds" (as defined in the UCC) thereof or the APG777 Product Rights or any "proceeds" (as defined in the UCC) thereof.

"Specified Clinical Trials" means [ * * * ].

"Subsidiary" means, with respect to any Person, a corporation, partnership, limited liability company or other entity of which more than fifty percent (50%) of whose shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors (or equivalent governing body) of such corporation, partnership or other entity are at the time owned, directly or indirectly through one or more intermediaries, or both, by such Person. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of the Seller.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, abandoned property, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

"Third Party" means any Person that is not the Seller, the Buyer, or an Affiliate of the Seller or the Buyer.

"Tranche 2 Closing" is defined in Section 3.7(a).

"Tranche 2 Purchase Price" means $100,000,000.

"Tranche 2 Trigger" means [ * * * ].

"Tranche 3 Closing" is defined in Section 3.7(b).

"Tranche 3 Purchase Price" means $200,000,000.

"Tranche 3 Trigger" means [ * * * ].

"Tranche 4 Actual Purchase Price" means (a) the Tranche 4 Minimum Purchase Price *plus* (b) the portion of the Tranche 4 Additional Purchase Price elected by the Seller to be funded in the Tranche 4 Notice. For the avoidance of doubt, in no event shall the Tranche 4 Actual Purchase Price exceed the Tranche 4 Maximum Purchase Price.

"Tranche 4 Additional Purchase Price" means $150,000,000.

"Tranche 4 Cap" means $1,000,000,000.

"Tranche 4 Cap Date" means the date on which the aggregate Revenue Payments with respect to the Tranche 4 Incremental Revenue Participation Right received by the Buyer equal the Tranche 4 Cap.

"Tranche 4 Closing" is defined in Section 3.7(c).

"Tranche 4 Incremental Revenue Participation Right" means the portion of the Revenue Participation Right in respect of the Tranche 4 Revenue Percentage.

"Tranche 4 Notice" is defined in Section 3.7(c).

"Tranche 4 Maximum Purchase Price" means $400,000,000.

"Tranche 4 Minimum Purchase Price" means $250,000,000.

"Tranche 4 Purchase Price" means the Tranche 4 Minimum Purchase Price; provided, that if the Seller exercises the option to require the Buyer to pay to the Seller a portion of, or the entirety of, the Tranche 4 Additional Purchase Price pursuant to Section 3.7(c), then the "Tranche 4 Purchase Price" means the Tranche 4 Actual Purchase Price.

"Tranche 4 Revenue Percentage" means, from and after the Tranche 4 Closing, the rates in respect of Annual Aggregate Product Net Sales set forth in the "Tranche 4 Revenue Percentage" column on Exhibit E (subject to proportional adjustment in accordance with Exhibit E if (a) the Tranche 4 Purchase Price is less than the Tranche 4 Maximum Purchase Price and (b) if the Buyer receives a CoC Optional Payment).

"Tranche 4 Trigger" means [ * * * ].

"Tranche Closing" means each of the Tranche 2 Closing, the Tranche 3 Closing, and the Tranche 4 Closing, as applicable.

"Tranche Payments" means, as of a date of determination, the Tranche 2 Purchase Price, the Tranche 3 Purchase Price, and the Tranche 4 Purchase Price, as applicable.

"Transaction Documents" means this Agreement and each Bill of Sale.

"UCC" means the Uniform Commercial Code in the State of New York; provided, that, if with respect to any financing statement or by reason of any provisions of law, the perfection, priority or the effect of perfection, priority or non-perfection of the security interests granted to the Buyer pursuant to this Agreement is governed by the Uniform Commercial Code in a jurisdiction of the United States other than New York, then "UCC" means the Uniform Commercial Code in such other jurisdiction for purposes of the provisions of this Agreement and any financing statement relating to such perfection, priority or effect of perfection, priority or non-perfection.

"Unfunded Tranches 2 and 3 Amount" means, as of a date of determination, (x) $300,000,000, *minus* (y) solely if the Tranche 2 Closing has occurred on or prior to such date of determination, the Tranche 2 Purchase Price, *minus* (z) solely if the Tranche 3 Closing has occurred on or prior to such date of determination, the Tranche 3 Purchase Price.

"United States" means the United States of America (including its territories and possessions).

"Upfront Purchase Price" means $100,000,000.

"US Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Withholding Action" means, in the case of either Party, (i) a permitted assignment or other transfer of this Agreement (in whole or in part) by such Party to an Affiliate or a third party outside of the Party's jurisdiction of tax residence; (ii) the exercise by such Party of its rights under this Agreement (in whole or in part) through an Affiliate or third party outside of the Party's jurisdiction of tax residence (or the direct exercise of such rights by an Affiliate of such Party outside of the Party's jurisdiction of tax residence); (iii) a redomiciliation of such Party,

or an assignee or successor of such Party to a jurisdiction outside such Person's jurisdiction of tax residence; or (iv) any action taken by such Party after the Effective Date that causes this Agreement or any payment contemplated by this Agreement to become subject to tax (including by virtue of withholding or deduction) in one or more jurisdictions outside such Party's jurisdiction of tax residence after the Effective Date.

Section 1.2 Certain Interpretations. Except where expressly stated otherwise in this Agreement, the following rules of interpretation apply to this Agreement:

(a) "either" and "or" are not exclusive and "include," "includes" and "including" are not limiting and shall be deemed to be followed by the words "without limitation;"

(b) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if;"

(c) "hereof," "hereto," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) references to a Person are also to its permitted successors and assigns, and references to a Governmental Entity are also to its succeeding governing entity in the relevant jurisdiction;

(e) definitions are applicable to the singular as well as the plural forms of such terms;

(f) references to an "Article," "Section" or "Exhibit" refer to an Article or Section of, or an Exhibit to, this Agreement, and references to a "Schedule" refer to the corresponding part of the Disclosure Schedule;

(g) provisions referring to matters that would or could have, or would or could reasonably be expected to have, or similar phrases, shall be deemed to have such result or expectation with or without the giving of notice or the passage of time, or both;

(h) accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement or any related document shall be prepared in conformity with GAAP;

(i) for covenants that are to be undertaken "reasonably" by the Seller or its Affiliates, such actions (or inactions) shall take into account the Buyer's economic interest in the Revenue Participation Right and the Revenue Payments and the impact of the applicable action (or inaction) on such interest;

(j) references to a law include any amendment or modification to such law and any rules and regulations issued thereunder, whether such amendment or modification is made, or issuance of such rules and regulations occurs, before, on, or after the Effective Date; and

(k) references to "$" or otherwise to dollar amounts refer to the lawful currency of the United States.

Section 1.3 Headings. The table of contents and the descriptive headings of the several Articles and Sections of this Agreement and the Exhibits and Schedules are for convenience only, do not constitute a part of this Agreement and shall not control or affect, in any way, the meaning or interpretation of this Agreement.

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

ARTICLE 2
PURCHASE, SALE AND ASSIGNMENT OF THE REVENUE PARTICIPATION RIGHT

Section 2.1 Purchase, Sale and Assignment. On the Effective Date and upon the terms and subject to the conditions of this Agreement, in exchange for the Upfront Purchase Price, the Seller shall sell, transfer, assign and convey to the Buyer, and the Buyer shall purchase, acquire and accept from the Seller, the Initial Revenue Participation Right free and clear of all Liens (other than Permitted Liens). From and after the Effective Date, the Seller relinquishes all of the Seller's and its Affiliates' right, title and interest in and to the Initial Revenue Participation Right, and all such right, title and interest shall vest in the Buyer. In addition, the Seller hereby agrees to pay to the Buyer the Revenue Payments on the terms and conditions set forth herein.

Section 2.2 No Assumed Obligations, Etc. Notwithstanding any provision in this Agreement to the contrary, the Buyer is, on the terms and conditions set forth in this Agreement, only purchasing, acquiring and accepting the Initial Revenue Participation Right and, at the Tranche 4 Closing, the Tranche 4 Incremental Revenue Participation Right, and is not assuming any liability or obligation of the Seller or its Affiliates of whatever nature, whether presently in existence or arising or asserted hereafter. Except as specifically set forth herein in respect of the Initial Revenue Participation Right or the Tranche 4 Incremental Revenue Participation Right, the Buyer does not, by such purchase, acquisition and acceptance of the Initial Revenue Participation Right and, at the Tranche 4 Closing, the Tranche 4 Incremental Revenue Participation Right, acquire any other rights of the Seller or its Affiliates, or any other assets of the Seller or its Affiliates, in each case, other than to the extent of the Back-Up Security Interest granted pursuant to the terms of this Agreement. For the avoidance of doubt and notwithstanding anything herein to the contrary, nothing in this provision limits any other obligation of the Buyer or the Seller under this Agreement or otherwise, including any indemnity obligations under ARTICLE 8.

Section 2.3 True Sale. It is the intention of the parties hereto that the sale, transfer, assignment and conveyance of the Initial Revenue Participation Right and the Tranche 4 Incremental Revenue Participation Right contemplated by this Agreement be, and is, a true, complete, absolute and irrevocable sale, transfer, assignment and conveyance by the Seller to the Buyer of all of the Seller's rights, title and interests in and to the Initial Revenue Participation Right and the Tranche 4 Incremental Revenue Participation Right. Neither the Seller nor the Buyer intends the transactions contemplated by this Agreement to be, or for any purpose characterized as, a loan from the Buyer to the Seller, or a pledge, a financing transaction or a borrowing. It is the intention of the parties hereto that the beneficial interest in and title to the Initial Revenue Participation Right and the Tranche 4 Incremental Revenue Participation Right and any "proceeds" (as such term is defined in the UCC) thereof shall not be part of the Seller's estate in the event of the filing of a petition by or against the Seller or any of its Affiliates under any Bankruptcy Laws. The Seller hereby waives, to the maximum extent permitted by applicable law, any right to contest or otherwise assert that each sale contemplated by this Agreement does not constitute a true, complete, absolute and irrevocable sale, transfer, assignment and conveyance by the Seller to the Buyer of all of the Seller's right, title and interest in and to the Initial Revenue Participation Right and the Tranche 4 Incremental Revenue Participation Right under applicable law, which waiver shall, to the maximum extent permitted by applicable law, be enforceable against the Seller and its Affiliates in any bankruptcy or insolvency proceeding relating to the Seller or any of its Affiliates. Accordingly, the Seller shall treat the sale, transfer, assignment and conveyance of the Initial Revenue Participation Right and the Tranche 4 Incremental Revenue Participation Right as a sale of "accounts," or "payment intangibles" (as appropriate) and the proceeds thereof in accordance with the UCC, and the Seller hereby authorizes the Buyer and its representatives to file one or more financing statements or any amendments to financing statements previously filed by the Buyer (and continuation statements with respect to such financing statements when applicable) naming the Seller as the "seller" and the Buyer as the

"buyer" in respect of the Initial Revenue Participation Right at any time on or after the Effective Date and the Tranche 4 Incremental Revenue Participation Right at any time on or after the consummation of the Tranche 4 Closing. Not in derogation of the foregoing statement of the intent of the parties hereto in this regard, and for the purposes of providing additional assurance to the Buyer, including in the event that, despite the intent of the parties hereto, any sale, transfer, assignment and conveyance contemplated hereby is hereafter held not to be a sale, the Seller hereby grants to the Buyer a security interest in, to and under [ * * * ] as security for all of the Seller's obligations under the Transaction Documents, including the obligations to pay the Revenue Payments ((i) through (iii), collectively, the "Back-Up Security Interest"). In furtherance of the foregoing the Seller hereby authorizes the Buyer and its representatives to file one or more financing statements (and continuation statements and any amendments with respect to such financing statements when applicable) in such manner and such jurisdictions as are necessary or appropriate to perfect such Back-Up Security Interest; provided, that [ * * * ].

## ARTICLE 3
## CLOSINGS; PAYMENT OF PURCHASE PRICE

Section 3.1 Initial Closing. The purchase and sale of the Initial Revenue Participation Right shall take place remotely via the exchange of documents and signatures on the Effective Date or such other place, time and date as the parties hereto may mutually agree (such date, the "Initial Closing Date").

Section 3.2 Payment of Upfront Purchase Price. On the Initial Closing Date, the Buyer shall pay to the Seller the Upfront Purchase Price by wire transfer of immediately available funds to the account specified on Exhibit A, without set-off, reduction or deduction, or withholding for or on account of any Taxes, provided that the Seller has complied with its obligations under Section 3.4 of this Agreement.

Section 3.3 Bill of Sale. On the Initial Closing Date, upon confirmation of the receipt of the Upfront Purchase Price, the Seller shall deliver to the Buyer a duly executed bill of sale evidencing the sale, transfer, assignment and conveyance of the Initial Revenue Participation Right in the form attached hereto as Exhibit B (the "Bill of Sale").

Section 3.4 Seller Form W-9. On or prior to the Initial Closing Date, the Seller shall deliver to the Buyer a duly completed and executed IRS Form W-9 certifying that the Seller is exempt from U.S. federal backup withholding tax with respect to any payments under this Agreement. The Seller shall update any such form provided to the Buyer pursuant to the preceding sentence promptly (i) upon reasonable request by the Buyer or (ii) as soon as reasonably practicable after becoming aware that any such form previously provided by the Seller is obsolete, incorrect or ineffective.

Section 3.5 Buyer Form W-9. On or prior to the Initial Closing Date, the Buyer shall deliver to the Seller a duly completed and executed IRS Form W-9 certifying that the Buyer is exempt from U.S. federal backup withholding tax with respect to any payments under this Agreement. The Buyer shall update any such form provided to the Seller pursuant to the preceding sentence promptly (i) upon reasonable request by the Seller or (ii) as soon as practicable after becoming aware that any such form previously provided by the Buyer is obsolete, incorrect or ineffective.

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

Section 3.6 Legal Opinion. On the Initial Closing Date, the Seller shall deliver to the Buyer the legal opinion(s) of Latham & Watkins LLP, as corporate counsel to the Seller in form and substance reasonably acceptable to Seller and Buyer.

Section 3.7 Tranche Closings.

(a) Tranche 2 Closing. The Seller shall promptly notify the Buyer in writing upon the occurrence of the Tranche 2 Trigger and provide reasonable documentation of the same. So long as a Material Breach is not continuing or uncured, then following such notice the Buyer shall promptly (and in any event within [ * * * ] Business Days following such notice) pay to the Seller the Tranche 2 Purchase Price (the "Tranche 2 Closing"). For the avoidance of doubt, even if the Tranche 2 Trigger has not been met and a Tranche 2 Closing does not occur as a result, the Buyer's right to receive Revenue Payments pursuant to the purchased Initial Revenue Participation Right as provided in Exhibit E shall remain unaffected.

(b) Tranche 3 Closing. The Seller shall promptly notify the Buyer in writing upon the occurrence of the Tranche 3 Trigger and provide reasonable documentation of the same. So long as a Material Breach is not continuing or uncured, then following such notice the Buyer shall promptly (and in any event within [ * * * ] Business Days following such notice) pay to the Seller the Tranche 3 Purchase Price (the "Tranche 3 Closing"). For the avoidance of doubt, even if the Tranche 3 Trigger has not been met and a Tranche 3 Closing does not occur as a result, the Buyer's right to receive Revenue Payments pursuant to the purchased Initial Revenue Participation Right as provided in Exhibit E shall remain unaffected.

(c) Tranche 4 Closing. The Seller shall promptly, and in any case, within [ * * * ] days, notify the Buyer in writing upon the occurrence of the Tranche 4 Trigger and provide reasonable documentation of the same. So long as a Material Breach is not continuing or uncured, the Seller shall have the option (but not the obligation) to irrevocably elect in such written notice to the Buyer (the "Tranche 4 Notice") to require the Buyer to pay to the Seller a portion of or the entire Tranche 4 Additional Purchase Price, as designated in the Tranche 4 Notice. So long as a Material Breach is not continuing or uncured, and subject to the last sentence of Section 7.10(b), the Buyer shall promptly (and in any event within [ * * * ] Business Days following receipt of the Tranche 4 Notice) pay to the Seller the Tranche 4 Purchase Price (the "Tranche 4 Closing"). At the Tranche 4 Closing, the Seller shall sell, transfer, assign and convey to the Buyer, and the Buyer shall purchase, acquire and accept from the Seller, free and clear of all Liens (except for Permitted Liens), all of the Seller's right, title and interest in and to the Tranche 4 Incremental Revenue Participation Right, and the Seller shall deliver to the Buyer a Bill of Sale duly executed by the Seller evidencing the sale, transfer, assignment and conveyance of the Tranche 4 Incremental Revenue Participation Right. For the avoidance of doubt, even if the Tranche 4 Trigger has not been met and a Tranche 4 Closing does not occur as a result, the Buyer's right to receive Revenue Payments pursuant to the purchased Initial Revenue Participation Right as provided in this Agreement shall remain unaffected.

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

## ARTICLE 4
## REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as set forth on the Disclosure Schedule attached hereto, the Seller represents and warrants to the Buyer that as of the Effective Date:

Section 4.1 Existence; Good Standing. The Seller is a corporation, duly organized, validly existing and in good standing under the laws of Delaware. The Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned, leased or operated by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified and in good standing has not and would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

Section 4.2 Authorization. The Seller has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of the Seller.

Section 4.3 Enforceability. This Agreement has been duly executed and delivered by the Seller and constitutes the valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as may be limited by applicable Bankruptcy Laws or by general principles of equity (whether considered in a proceeding in equity or at law).

Section 4.4 No Conflicts. The execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated hereby do not and will not (a) contravene or conflict with the organizational documents of the Seller, (b) contravene or conflict with or constitute a material default under any material provision of any law binding upon or applicable to the Seller or Maximum Revenue Participation Right or (c) contravene or conflict with or constitute a material default under any material agreement or Judgment binding upon or applicable to the Seller or any of its Affiliates.

Section 4.5 Consents. Except for any filings required by the federal securities laws or stock exchange rules, no consent, approval, license, order, authorization, registration, declaration or filing with or of any Governmental Entity or other Person is required to be done or obtained by the Seller or any of its Affiliates in connection with (a) the execution and delivery by the Seller of this Agreement, (b) the performance by the Seller of its obligations under this Agreement, or (c) the consummation by the Seller of any of the transactions contemplated by this Agreement.

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

Section 4.6 No Litigation. Neither the Seller nor any of its Affiliates is a party to, and, since [ * * * ], none has received any written notice of, any action, claim, suit, investigation or proceeding pending before any Governmental Entity and, to the knowledge of the Seller, no such action, claim, suit, investigation or proceeding has been threatened against the Seller or any of its Affiliates since [ * * * ], that, either individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

Section 4.7 Compliance; Regulatory Interactions.

(a) All applications, submissions, information and data related to a Product submitted or utilized as the basis for any request to any Regulatory Authority by or on behalf of the Seller or any of its Affiliates were, to the knowledge of the Seller, true and correct in all material respects as of the date of such submission or request, and any material updates, changes, corrections or modification to such applications, submissions, information or data have been submitted to the necessary Regulatory Authorities, except to the extent that failure to make such updates, changes, corrections or modification would not reasonably be expected to result in a Material Adverse Effect.

(b) The Seller has made available to the Buyer, prior to the Effective Date, in the Data Room, to the knowledge of the Seller, true, correct and complete copies of all material communications (other than investigational new drug applications for the Products) sent or received since [ * * * ] by the Seller and any of its Affiliates to or from any Regulatory Authorities related to the Exploitation of a Product.

(c) Since [ * * * ], to the knowledge of the Seller, neither the Seller nor any of its Affiliates has committed any act, made any statement or failed to make any statement in respect of a Product that would reasonably be expected to provide a basis for the FDA to invoke its policy with respect to "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities", or any other Regulatory Authority to invoke similar policies, set forth in any applicable laws or regulations.

(d) Since [ * * * ], (i) there have been no Safety Notices, (ii) to the knowledge of the Seller, there are no unresolved material product complaints with respect to a Product, which would result in a Material Adverse Effect, and (iii) to the knowledge of the Seller, there are no facts currently in existence that would, individually or in the aggregate, reasonably be expected to result in (1) a material Safety Notice with respect to any Product or (2) a material change in the anticipated labeling of a Product.

(e) To the knowledge of the Seller, the Seller and its Affiliates are, and, since [ * * * ], have been, in compliance with all applicable laws administered or issued by the FDA or any similar Regulatory Authority in each country where a Product has been, or is intended to be, Manufactured or Exploited, including the Federal Food, Drug, and Cosmetic Act, the Public Health Service Act, applicable requirements in FDA regulations, and any orders issued by FDA or similar Regulatory Authorities in each country where a Product has been, or is intended to be, Manufactured or Exploited, and all other laws regarding ownership, developing, testing, Manufacturing, disposal, Commercializing, and complaint handling or adverse event reporting for the products of the Seller or its Affiliates, except to the extent that such failure to comply with such applicable laws would not reasonably be expected to result in a Material Adverse Effect.

Section 4.8 Licenses. Except as set forth on Schedule 4.8 of the Disclosure Schedule, there are no In-Licenses or Out-Licenses currently in effect.

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Section 4.9 Data. The efficacy data disclosed in the Data Room are, to the knowledge of the Seller, true, correct and complete in all material respects.

Section 4.10 Intellectual Property.

(a) Schedule 4.10(a) of the Disclosure Schedule lists all of the currently existing Patents included within the Patent Rights ("Existing Patents"). Schedule 4.10(a) of the Disclosure Schedule specifies the respective patent or patent application numbers as to each listed Patent or patent application within the Existing Patents. Except as set forth on Schedule 4.10(a) of the Disclosure Schedule, the Seller is the sole and exclusive registered owner of all the Existing Patents. Schedule 4.10(a) of the Disclosure Schedule specifies any Person other than the Seller owning or having an interest in any Existing Patent, including the nature of such interest.

(b) None of the Seller nor any of its Affiliates is a party to any pending, and, to the knowledge of the Seller, there is no threatened litigation, interference, reexamination, post-grant proceeding, opposition or like procedure involving any of the Existing Patents or other existing Intellectual Property Rights.

(c) All of the issued Patents within the Existing Patents are in full force and effect, and have not lapsed, expired or otherwise terminated and, to the knowledge of the Seller, are valid and enforceable. None of the Seller nor any of its Affiliates has received any written notice relating to the lapse, expiration or other termination of any of the issued Patents within the Existing Patents. None of the Seller nor any of its Affiliates has received any written notice or written legal opinion from a Third Party that alleges that any of the Existing Patents or other existing Intellectual Property Rights is invalid or unenforceable.

(d) None of the Seller nor any of its Affiliates has received any written notice that there is any, and, to the knowledge of the Seller, there is no, Person who is or claims to be an inventor under any Existing Patent who is not a named inventor thereof.

(e) The Seller or its Affiliate has paid all maintenance fees, annuities and like payments required with respect to all of the Existing Patents, thereof, except as would not result in a Material Adverse Effect.

(f) To the knowledge of the Seller, (i) the Manufacture or Exploitation of a Product has not infringed misappropriated or otherwise violated, and will not infringe, misappropriate or otherwise violate, any issued Patent or other intellectual property rights of any Third Party (without reference to any safe harbor), and (ii) no Person is infringing, misappropriating or otherwise violating, or threatening to infringe, misappropriate or otherwise violate, any Existing Patents or other existing Intellectual Property Rights, in each case ((i) and (ii)) that would have a Material Adverse Effect.

Section 4.11 Title to Revenue Participation Right; No Liens. There are no Liens (other than Permitted Liens) as of the Effective Date on the APG777 Product Rights. The Seller holds all rights, interests, and title necessary to sell, transfer, assign and convey the Maximum Revenue Participation Right to the Buyer. From and after the Effective Date, the Buyer will have acquired, subject to the terms and conditions set forth in this Agreement, good and marketable title to the Initial Revenue Participation Right and the corresponding Revenue Payments, in each case free and clear of all Liens (other than the Back-Up Security Interest and any other Permitted Liens). From and after the Tranche 4 Closing, the Buyer will have acquired, subject to the terms and conditions set forth in this Agreement, good and marketable title to the Tranche 4 Incremental Revenue Participation Right and the corresponding Revenue Payments, in each case free and clear of all Liens (other than

the Back-Up Security Interest, and any other Permitted Lien ). At all times prior to the Lien Termination Date, none of the property or assets of the Seller or any of its Affiliates is subject to, or encumbered by, any Lien, other than the Maximum Revenue Participation Right and the Revenue Payments, which are covered by the immediately preceding sentence, or any other Permitted Liens.

Section 4.12 Indebtedness. Schedule 4.12 of the Disclosure Schedule sets forth a complete list of the outstanding Indebtedness of, or incurred by, the Seller and its Affiliates.

Section 4.13 Lien Related Representation and Warranties. The Seller's exact legal name (as defined in Section 9-503 of the UCC) is, and for the immediately preceding five (5) years (or such shorter period since its initial public offering) has been, "Apogee Therapeutics, Inc." The Seller is, and for the immediately preceding five (5) years (or such shorter period since its initial public offering) has been, a corporation and incorporated in Delaware. The Seller's principal office is (and for the immediately preceding five (5) years (or such shorter period since its initial public offering) has been) located at 221 Crescent Street, Building 17, Suite 102b, Waltham, MA 02453. The Seller does not own any real property.

Section 4.14 Brokers' Fees. There is no investment banker, broker, finder, financial advisor or other intermediary who has been retained by or is authorized to act on behalf of the Seller or any of its Affiliate who might be entitled to any fee or commission from the Buyer in connection with the transactions contemplated by this Agreement.

Section 4.15 Foreign Corrupt Practices Act. None of the Seller or its Affiliates nor, to the knowledge of Seller, any of its or their directors, officers, employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA")), foreign political party or official thereof or candidate for foreign political office for the purpose of (a) influencing any official act or decision of such official, party or candidate, (b) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (c) securing any improper advantage, in the case of (a), (b) and (c) above in order to assist the Seller or any of its Affiliates in obtaining or retaining business for or with, or directing business to, any person. None of the Seller or any of its Affiliates nor, to the knowledge of Seller, any of its or their directors, officers, employees or agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation. The Seller further represents that it has maintained, and has caused each of its Affiliates to maintain, systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) and written policies designed to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law. To the knowledge of the Seller, neither the Seller nor any of its Affiliates or its or their officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other anti-corruption law.

Section 4.16 Data Provided. All written information made available for purposes of this Agreement as of the Effective Date, by or on behalf of Seller to the Buyer, with regard to APG777 or the Exploitation thereof as contemplated by this Agreement was (when provided) and is (as of the Effective Date), to the knowledge of Seller, true, accurate and complete in all material respects. As of the Effective Date, Seller has not failed to disclose to the Buyer any information in the Seller's or any of any Affiliate's control or possession that to its knowledge would be reasonably necessary to make any information that has been made available by or on behalf

of Seller to the Buyer prior to the Effective Date with respect to APG777 or the Exploitation thereof as contemplated by this Agreement in the light of the circumstances under which they were made not misleading in any material respect; provided, that, with respect to financial projections, estimates, budgets or other forward-looking information, the Seller represents only that such information was prepared in good faith based upon assumptions believed by the Seller to be reasonable at the time such information was delivered to the Buyer (it being understood that such information is as to future events and is not to be viewed as facts, is subject to significant uncertainties and contingencies, many of which are beyond the control of the Seller and its Affiliates, that no assurance can be given that any particular projection, estimate, budget or forecast will be realized and that actual results during the period or periods covered by any such projections, estimate, budgets or forecasts may differ significantly from the projected results and such differences may be material). A complete index of all documents in the Data Room as of the Effective Date is attached hereto as Exhibit H.

## ARTICLE 5
## REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller that as of the Effective Date:

Section 5.1 Existence; Good Standing. The Buyer is a limited partnership duly organized, validly existing and in good standing under the laws of Delaware. The Buyer is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned, leased or operated by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified and in good standing has not and would not reasonably be expected to have, either individually or in the aggregate, a material adverse effect on the Buyer.

Section 5.2 Authorization. The Buyer has the requisite right, power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the Buyer.

Section 5.3 Enforceability. This Agreement has been duly executed and delivered by an authorized Person of the Buyer and constitutes the valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as may be limited by applicable Bankruptcy Laws or by general principles of equity (whether considered in a proceeding in equity or at law).

Section 5.4 No Conflicts. The execution, delivery and performance by the Buyer of this Agreement and the consummation of the transactions contemplated hereby do not and will not (a) contravene or conflict with the organizational documents of the Buyer, (b) contravene or conflict with or constitute a material default under any material provision of any law binding upon or applicable to the Buyer or (c) contravene or conflict with or constitute a material default under any material agreement or Judgment binding upon or applicable to the Buyer.

Section 5.5 Consents. Except for the filing of financial statement(s) in accordance with Section 2.3 or any filings required by the federal securities laws or stock exchange rules, no consent, approval, license, order, authorization, registration, declaration or filing with or of any Governmental Entity or other Person is required to be done or obtained by the Buyer in connection with (a) the execution and delivery by the Buyer of this Agreement, (b) the performance by the Buyer of its obligations under this Agreement or (c) the consummation by the Buyer of any of the transactions contemplated by this Agreement.

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Section 5.6 No Litigation. There is no action, claim, suit, investigation or proceeding pending or, to the knowledge of the Buyer, threatened before any Governmental Entity to which the Buyer is a party that would reasonably be expected to prevent or materially and adversely affect the ability of the Buyer to perform its obligations under this Agreement.

Section 5.7 Financing. The Buyer has sufficient cash, or access to sufficient immediately available cash under committed credit facilities, to pay the Upfront Purchase Price on the Initial Closing Date and will have sufficient cash, or access to sufficient immediately available cash under committed credit facilities, to pay the applicable Tranche Payment at the applicable Tranche Closing. The Buyer acknowledges that its obligations under this Agreement are not contingent on obtaining financing.

Section 5.8 Brokers' Fees. There is no investment banker, broker, finder, financial advisor or other intermediary who has been retained by or is authorized to act on behalf of the Buyer who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

## ARTICLE 6
## NO OTHER REPRESENTATIONS AND WARRANTIES

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN ANY TRANSACTION DOCUMENT AND ANY DOCUMENTS OR INSTRUMENTS DELIVERED THEREUNDER, NONE OF THE PARTIES HERETO MAKES ANY REPRESENTATIONS OR GRANTS ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENT RIGHTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

## ARTICLE 7
## COVENANTS

Section 7.1 Seller Diligence Requirements; Conduct of APG777 Phase 2 Part B Clinical Trial and the APG777 Phase 3 Clinical Trials.

(a) The Seller shall, directly or indirectly through its Affiliates or any Licensees:

(i) complete [***], Seller shall use Commercially Reasonable Efforts to satisfy such obligation;

(ii) (x) use Commercially Reasonable Efforts to [***], and (y) (1) obtain [***] and (2) conduct [***], Seller shall use Commercially Reasonable Efforts to satisfy such obligation);

(iii) if [***], (x) [***], and (y) use Commercially Reasonable Efforts to obtain such Marketing Approval [***]; and

(iv) if Marketing Approval is obtained for a Product from the FDA, use Commercially Reasonable Efforts to [***].

Section 7.2 Advisory Committee; Reporting.

(a) From and after the Effective Date and prior to the [ * * * ] of the First Commercial Sale, the Seller will make itself available to the Buyer promptly following [ * * * ], but in any event no later than [ * * * ], an opportunity for a conference call with members of management of the Seller to occur at a reasonable time during normal business hours, and with reasonable prior notice (each, a "Quarterly Advisory Meeting") and, [ * * * ] (each, a "Post FCS Advisory Meeting"). In the case of (i) the Quarterly Advisory Meeting, the Seller shall provide updates with respect to such previous Calendar Quarter to the Buyer regarding [ * * * ].

(b) In addition to the information provided in the Quarterly Advisory Meetings and Post FCS Advisory Meetings, no less than [ * * * ] calendar days prior to either such meeting, the Seller shall provide the Buyer with a written report including:

(i) with respect to each Specified Clinical Trial: [ * * * ];

(ii) a draft of any press release or other public disclosure containing [ * * * ];

(iii)prompt (and in any event within [ * * * ] Business Days) written notice of any Safety Notices or occurrence (or expected occurrence) of [ * * * ];

(iv)such additional information [ * * * ];

(v) any material legal action brought by or against Seller in, or materially and adversely affecting, any of the Major Markets with respect to any APG777 Product Right or Product;

(vi)if requested by the Buyer following the end of a Calendar Quarter, [ * * * ] and

(vii)[ * * * ].

Section 7.3 Revenue Payments; Revenue Payment Details.

(a) Subject to Section 7.10(a), for each Calendar Quarter occurring (in whole or in part) during the Revenue Payment Term, the Seller shall pay to the Buyer the Revenue Payment for each such Calendar Quarter promptly, but in any event no later than [ * * * ] calendar days after the end of each such Calendar Quarter.

(b) Provided that the Buyer has complied with its obligations under Section 3.5 of this Agreement (and, if applicable, any assignee has provided Seller with a valid and properly executed IRS Form W-9 or applicable IRS Form W-8 confirming that no withholding is required for U.S. federal income tax purposes and otherwise complied with Section 3.5), the Seller shall make all payments required to be made by it to the Buyer pursuant to this Agreement in U.S. dollars by wire transfer of immediately available funds, without set-off, reduction or deduction, or withholding for or on account of any U.S. federal withholding Taxes, to the bank account designated in writing from time to time by the Buyer. The Seller and the Buyer shall use commercially reasonable efforts to cooperate to eliminate or reduce any withholding Taxes applicable to any payments under this Agreement; provided that, notwithstanding anything to the contrary, each of the Seller and the Buyer shall be entitled to deduct or withhold from any amount payable under this Agreement any amounts required to be deducted or withheld under applicable law, and (subject to the last sentence of Section 7.3(c)) any such amount so withheld and deducted shall be treated for all purposes of this Agreement as paid to the Buyer or the Seller, as applicable.

(c) If, as a result of a Withholding Action by a Party making a payment under this Agreement (the "Paying Party") (including any assignee or successor), a deduction or withholding is required by applicable law and the amount of such deduction or withholding exceeds the amount of deduction or withholding that would have been required if the Paying Party had not taken the Withholding Action, then the Paying Party shall pay an additional amount to the Party receiving such payment (the "Recipient Party") such that, after withholding from the payment contemplated by this Agreement and such additional amount, the Recipient Party receives the same amount as it would have received from the Paying Party absent the Paying Party's Withholding Action. In addition, if, as a result of a Withholding Action by a Recipient Party, the amount of deduction or withholding under applicable law exceeds the amount of deduction or withholding that would have been required in the absence of the Recipient Party's Withholding Action, the Paying Party shall not be required to pay any amount under the preceding sentence in excess of the additional amount so payable had the Recipient Party not taken such Withholding Action. Notwithstanding anything to the contrary in this Agreement, for purposes of Section 3.2, Section 3.7, Section 7.10, and Section 7.14, the definitions of "CoC [ * * * ] Payment," "CoC Required Payment" and "Tranche 4 Cap Date", and any other applicable purpose, (A) any amount required to be deducted or withheld under applicable law with respect to an amount payable to the Recipient Party under this Agreement shall not be treated as paid to the Recipient Party to the extent an additional amount is required to be paid to the Recipient Party with respect to such deduction or withholding under this Section 7.3(c), and (B) such additional amount paid to the Recipient Party under this Section 7.3(c) (net of any applicable deduction or withholding with respect thereto) shall be treated as paid to the Recipient Party.

(d) For each Calendar Quarter occurring (in whole or in part) during the Revenue Payment Term, the Seller shall provide the Buyer promptly following the end of such Calendar Quarter, but in any event no later than [ * * * ] calendar days after the end of such Calendar Quarter, a report (a "Revenue Report") setting forth in reasonable detail [ * * * ]: (i) Gross Sales and Net Sales for such Calendar Quarter and Calendar Year to date (including a detailed break-down of all permitted deductions from Gross Sales used to determine Net Sales and any Net Sales described in Section 7.5(d)), and (ii) the calculation of the Revenue Payment payable to the Buyer for the applicable Calendar Quarter, identifying [ * * * ].

Section 7.4 Inspections and Audits of the Seller.

(a) Upon reasonable prior written notice and during normal business hours, the Buyer may cause an inspection or audit, by an independent public accounting firm reasonably acceptable to the Seller and subject to a confidentiality agreement between the Seller and such public accounting firm reasonably acceptable to the

Seller, the Buyer and such independent public accounting firm, of the Seller's and its Affiliates' books of account, for the sole purpose of determining the correctness of the Revenue Payments made under this Agreement.

(b) Any such inspection or audit shall be permitted with respect to the Revenue Payments no more frequently than [ * * * ] for the Seller's and its Affiliates' books of account for any period commencing no earlier than [ * * * ]. In connection with any such inspection or audit, upon the Buyer's request, the Seller and its Affiliates shall exercise any rights it may have under any Out-License to cause an inspection or audit by an independent public accounting firm to be made of the books of account of the applicable Licensee for the purpose of determining the correctness of the Revenue Payments made under this Agreement.

(c) All of the expenses of any inspection or audit requested by the Buyer hereunder (including the fees and expenses of such independent public accounting firm designated for such purpose) shall be borne by (i) the Buyer, if the independent public accounting firm determines that the Revenue Payments previously paid were incorrect by an amount less than or equal to [ * * * ] of the Revenue Payments actually paid or (ii) the Seller, if the independent public accounting firm determines that the Revenue Payments previously paid were incorrect by an amount greater than [ * * * ] of the Revenue Payments actually paid. Any such independent public accounting firm shall not disclose to the Buyer the confidential information of the Seller or any of its Affiliates or their respective Licensees except to the extent such disclosure is either necessary to determine the correctness of a Revenue Payment or otherwise would be included in a Quarterly Advisory Meeting, any of the deliverables pursuant to Section 7.2(b) or a Revenue Report. All information obtained by the Buyer as a result of any such inspection or audit shall be Confidential Information of the Seller subject to ARTICLE 9.

(d) Notwithstanding the foregoing, in the event Seller disputes any of the inspection or audit results of Section 7.4(a), the parties shall work in good faith to resolve the dispute. If the parties are unable to reach a mutually acceptable resolution of any such dispute within [ * * * ] days, the dispute shall be submitted for resolution to an independent certified public accounting firm jointly selected by [ * * * ] (the "Audit Arbitrator"). The decision of Audit Arbitrator shall be final, and the costs of such arbitration as well as the initial audit shall be borne between the parties consistent with Section 7.4(c). Not later than [ * * * ] days after such decision and in accordance with such decision, the audited party shall pay the additional amounts, with interest from the date originally due in accordance with Section 7.12, or the auditing party shall reimburse the excess payments, as applicable.

Section 7.5 Intellectual Property Matters.

(a) Infringement Notice. The Seller shall provide to the Buyer a copy of any written notice received by any Related Party or Manufacturer from a Third Party alleging or claiming that the Exploitation of a Product or the Manufacture of a Product infringes, misappropriates, or otherwise violates any Patents or other intellectual property rights of a Third Party, together with copies of material correspondence sent or received by any Related Party or Manufacturer related thereto, as soon as practicable and in any event not more than [ * * * ] Business Days following such delivery or receipt.

(b) Enforcement Actions. The Seller shall promptly inform the Buyer after the filing or other submission by a Related Party of a written claim to a Third Party of any infringement, misappropriation, or violation by such Third Party of any Patent Right or other Intellectual Property Right, or if any Related Party receive a written notice from a Third Party alleging that any such Patent Right or other Intellectual Property Right is invalid or unenforceable; provided, that, promptly after the Seller's or any of its Affiliate's initiating, or

permitting a Licensee to initiate, an enforcement action regarding any suspected infringement, misappropriation, or other violation by a Third Party of any such Patent Right or other Intellectual Property Right, except as the Seller may otherwise determine in its reasonable business judgment (including taking into account any attorney-client privilege, conflicts of interests, confidentiality obligations, protective orders or other similar considerations), the Seller shall provide the Buyer with written notice of such enforcement action and thereafter shall provide the Buyer with such additional information (to the extent permissible under any applicable protective order and obligations of confidentiality) on a regular basis.

(c) Prosecution. The Seller shall, or shall cause another Related Party to, diligently file, prosecute, and maintain all material Patent Rights with respect to APG777 within the Major Markets.

(d) Recovery. If the Seller or any of its Affiliates or their respective Licensees recover monetary damages from a Third Party, where such damages, whether in the form of judgment or settlement, result from any infringement, misappropriation, or other violation by such Third Party of any Intellectual Property Rights in a manner that is competitive to any Product containing APG777 during the Revenue Payment Term, such recovery will be allocated first to the reimbursement of any expenses incurred by the Seller and its Affiliates or their respective Licensees in bringing such action (including all reasonable attorneys' fees), and any remaining amounts will be treated as Net Sales of a Product containing APG777, as applicable, in the country in which, and in the Calendar Year of the Revenue Payment Term during which, such infringing, misappropriating, or violating activity occurred. If any such amounts are recovered after the Revenue Payment Term, Seller shall pay to Buyer the Revenue Payment attributable to such amounts within [ * * * ] days following the Seller's actual receipt of such amounts.

Section 7.6 In-Licenses.

(a) The Seller shall promptly (and in any event within [ * * * ] Business Days) provide the Buyer with (i) executed copies of any In-License entered into by the Seller or any of its Affiliates, (ii) executed copies of each material amendment, supplement, modification or written waiver of any provision of any In-License, and (iii) copies of all material reports provided by the Seller or any of its Affiliates to the counterparty to any In-License or provided in writing by the counterparty to any In-License to the Seller or any of its Affiliates, subject, in each case, to any confidentiality requirements existing as of the Effective Date (in which case versions of such documents redacted to the extent necessary (in the reasonable determination of the Seller) for the Seller to comply with such confidentiality requirements shall be provided). The Seller shall not, and shall cause its Affiliates not to, amend or modify, terminate or assign, any In-License that would materially and adversely affect the Buyer's rights or economic interests under this Agreement. The Seller shall provide the Buyer with written notice promptly (and in any event within [ * * * ] Business Days) following the assignment or termination of any In-License.

(b) The Seller shall, or shall cause its Affiliates (as applicable) to, comply in all material respects with its and their obligations under each In-License and shall not take any action or forego any action that would reasonably be expected to result in a material breach thereof. Promptly, and in any event within [ * * * ] Business Days, after receipt by Seller or any of its Affiliates of any written notice from a counterparty to any In-License of an alleged material breach under such In-License by Seller or its Affiliates, the Seller shall provide the Buyer with a copy thereof (subject to any confidentiality requirements existing as of the Effective Date in which case

versions of such documents redacted to the extent necessary (in the reasonable determination of the Seller) for the Seller to comply with such confidentiality requirements shall be provided).

(c) The Seller shall provide the Buyer with written notice after becoming aware of a counterparty's material breach of its obligations under any In-License. Promptly, and in any event within [ * * * ] Business Days following the Seller's or its Affiliate's notice to a counterparty to any In-License of an alleged material breach by such counterparty, the Seller shall provide the Buyer with a copy thereof (in each case, subject to any confidentiality requirements existing as of the Effective Date, in which case versions of such documents redacted to the extent necessary (in the reasonable determination of the Seller) for the Seller to comply with such confidentiality requirements shall be provided).

(d) With respect to each In-License entered into by the Seller or its Affiliates after the Effective Date, the Seller shall, and shall cause its Affiliates to, use its or their Commercially Reasonable Efforts to include a provision in such In-License permitting the Seller and its Affiliates to disclose to Buyer the information, notices and correspondence contemplated by this Section 7.6.

Section 7.7 Out-Licenses.

(a) Except for a Permitted Out-License, the Seller shall not, and shall not permit any of its Affiliates to, enter into an Out-License to Commercialize a Product containing APG777 in the United States or European Union without the Buyer's prior written consent. The Seller shall notify the Buyer in writing [ * * * ] prior to the issuance of any public announcement by Seller regarding any Out-License of APG777 in the United States or the European Union, which notice shall include a copy of the draft public announcement.

(b) The Seller shall promptly (and in any event within [ * * * ] Business Days) provide the Buyer with (i) executed copies of any Out-License entered into by the Seller or any of its Affiliates for Commercialization of a Product [ * * * ], (ii) executed copies of each material amendment, supplement, modification or written waiver of any provision of any such Out-License, and (iii) copies of all material reports provided by the Seller or any of its Affiliates to the counterparty to any such Out-License or provided in writing by the counterparty to any such Out-License to the Seller or any of its Affiliates in each case, subject to any confidentiality requirements existing as of the Effective Date (in which case versions of such documents redacted to the extent necessary (in the reasonable determination of the Seller) for the Seller to comply with such confidentiality requirements shall be provided). The Seller shall not, and shall cause its Affiliates not to, amend, modify, terminate, or assign any such Out-License in a manner that would reasonably be expected to have a Material Adverse Effect. The Seller shall provide the Buyer with written notice promptly (and in any event within [ * * * ] Business Days) following the assignment or termination of any such Out-License.

(c) The Seller shall, or shall cause its Affiliates (as applicable) to, comply in all material respects with its and their obligations under each Out-License and shall not take any action or forego any action that would reasonably be expected to result in a material breach thereof. Promptly, and in any event within [ * * * ] Business Days, after receipt of any written notice from a counterparty to any Out-License or any of its Affiliates of an alleged material breach under such Out-License by Seller or its Affiliates, the Seller shall provide the Buyer with a copy thereof, in each case, subject to any confidentiality requirements existing as of the Effective Date (in which case versions of such documents redacted to the extent necessary (in the reasonable determination of the Seller) for the Seller to comply with such confidentiality requirements shall be provided). The Seller shall, or shall cause

its Affiliates (as applicable) to, use its or their Commercially Reasonable Efforts to cure any breaches by it under such Out-License and shall give written notice to the Buyer upon curing any such material breach.

(d) The Seller shall provide the Buyer with written notice following becoming aware of a counterparty's material breach of its obligations under any Out-License for Commercialization of a Product in the United States or the European Union.

(e) With respect to each Out-License entered into by the Seller or its Affiliates after the Effective Date, the Seller shall, and shall cause its Affiliates to, use its or their Commercially Reasonable Efforts to include a provision in such Out-License permitting the Seller and its Affiliates to disclose to Buyer the information, notices and correspondence contemplated by this Section 7.7.

Section 7.8 Disclosures. Except for a press release previously approved in form and substance by the Seller and the Buyer or any other public announcement using substantially the same text as such press release, neither the Buyer nor the Seller shall, and each party shall cause its respective Representatives, Affiliates and Affiliates' Representatives not to, issue a press release or other public announcement or otherwise make any public disclosure with respect to this Agreement or the subject matter hereof without the prior written consent of the other party except as may be required by applicable law or stock exchange rule (in which case either party required to make the press release or other public announcement or disclosure shall allow the other party reasonable time to comment on, and, if applicable, reasonably request the disclosing party to seek confidential treatment in respect of portions of, such press release or other public announcement or disclosure in advance of such issuance).

Section 7.9 [Reserved]

Section 7.10 Change of Control.

(a) Subject to Section 7.10(b), if the Seller consummates a Change of Control with a Person that is not an Affiliate of Seller, the Seller shall pay or cause a payment of the CoC Required Payment to the Buyer on the CoC Payment Date (the "Buy-Back Requirement"). Upon the Seller consummating such Change of Control, the Seller shall: (i) promptly, but no later than [ * * * ] Business Days thereafter deliver notice of the same to the Buyer, and (ii) promptly, but no later than [ * * * ] days thereafter (the "CoC Payment Date") pay the CoC Required Payment, unless the Seller exercises a Buy-Back Option in accordance with Section 7.10(b). If the Seller does not exercise a Buy-Back Option, upon the Buyer's receipt of the CoC Required Payment, the amount of the CoC Required Payment Credit shall be credited against all Revenue Payments otherwise due hereunder after the CoC Payment Date [ * * * ].

(b) At any time after the Seller enters into a definitive agreement with a Person that is not an Affiliate of the Seller to consummate a Change of Control, the Seller shall have the option to elect to pay or cause a payment to the Buyer of the following: (i) the CoC 180 Payment if the Seller exercises such option prior to or on the one hundred eighty (180) day anniversary of the Effective Date, or (ii) the CoC 2030 Payment if the Seller exercises such option after the one hundred eighty (180) day anniversary of the Effective Date but prior to or on December 31, 2030 (each, a "Buy-Back Option"). If the Seller or its designee exercises a Buy-Back Option by delivering written notice to the Buyer within the applicable time frame above, then, in lieu of the CoC Required Payment contemplated by Section 7.10(a), the Seller shall pay or cause a payment of the CoC 2030 Payment or the CoC 180 Payment, as applicable, to the Buyer on the CoC Payment Date. [ * * * ] If the Seller exercises a Buy-Back Option, upon Buyer's receipt of the CoC Optional Payment, the Revenue Percentage shall be adjusted

in accordance with Exhibit E. Notwithstanding anything to the contrary herein, if the Seller exercises a Buy-Back Option prior to the Tranche 4 Trigger, then the Buyer shall no longer be obligated to pay to Seller the Tranche 4 Purchase Price upon the Tranche 4 Trigger.

Section 7.11 Further Assurances. The Seller and the Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to give effect to and carry on the transactions contemplated by this Agreement. In furtherance of the foregoing, the Seller and the Buyer will promptly take such action and execute, acknowledge and deliver such agreements, instruments or other documents as may be necessary in order for the Buyer (i) to perfect and protect, or maintain the perfection of, the Lien on the Back-Up Security Interest purported to be created hereby and (ii) to exercise and enforce its rights and remedies hereunder in respect of the Back-up Security Interest, including: (A) executing and filing (to the extent, if any, that the Seller's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, and (B) with respect to Intellectual Property Rights constituting the APG777 Product Rights existing on and after the Effective Date, executing and recording in the United States Patent and Trademark Office appropriate instruments granting a security interest therein, as may be necessary in order to perfect and preserve the security interest purported to be created hereby.

Section 7.12 Late Payments. A late fee of the lesser of (a) [ * * * ] over the Prime Rate, and (b) the highest rate permitted under applicable law shall accrue on all unpaid amounts with respect to any payment owed to either party hereunder, including the Tranche Payments or any Revenue Payment, from the date such obligation was due until the date payment is made. The imposition and payment of a late fee shall not constitute a waiver of the rights of either party with respect to such payment default. [ * * * ].

Section 7.13 Preservation of Assets; Other Creditors.

(a) At all times prior to the Lien Termination Date, the Seller shall not, and shall not permit any of its Affiliates to, create, incur, assume or suffer to exist any Lien on the Maximum Revenue Participation Right, the Revenue Payments, the APG777 Product Rights or any "proceeds" (as defined in the UCC) of each of the Maximum Revenue Participation Right, the Revenue Payments and the APG777 Product Rights except for (a) the Back-Up Security Interest and (b) as applicable, any Permitted Lien.

(b) If, prior to the Lien Termination Date, the Seller or its Affiliates enters into a transaction to assign, convey, monetize, or otherwise transfer or loan against the Seller's retained interest in Net Sales of any Product (an "Additional Monetization") and such Additional Monetization transaction is secured by a Lien on any APG777 Product Rights (or any "proceeds" (as defined in the UCC) thereof) then the Buyer and the counterparty to such Additional Monetization shall enter into a Customary Additional Monetization Junior Intercreditor Agreement.

(c) Prior to the Lien Termination Date, the Seller and its Subsidiaries shall not enter into any Senior Debt unless, concurrently with the entry by the Seller and its Subsidiaries into such Senior Debt, the Buyer and the counterparty to such Senior Debt enters into a Customary Senior Debt Intercreditor Agreement.

(d) Notwithstanding anything in this Agreement to the contrary, the portion of the Buyer's Back-Up Security Interest in the APG777 Product Rights and any "proceeds" (as defined in the UCC) thereof shall be (i) [ * * * ].

(e) If, prior to the Lien Termination Date, any Senior Debt is outstanding and the Seller enters into an Additional Monetization secured by a Lien on APG777 Products Rights (or any proceeds (as defined in the UCC) thereof) then, concurrently with the effectiveness of such Additional Monetization transaction, the Buyer, the counterparty to such Additional Monetization and the counterparty to such Senior Debt shall enter into a Customary Additional Monetization Senior Intercreditor Agreement.

(f) Notwithstanding anything herein to the contrary, neither the Seller nor any of its Affiliates shall take any actions, fail to take any actions, permit any actions, fail to permit any actions, enter into any contracts or arrangements, or amend, restate, supplement, waive any rights under or otherwise modify any contracts or arrangements in a manner that would, individually or in the aggregate, reasonably be expected to adversely affect in any material respect the Initial Revenue Participation Right, the Tranche 4 Incremental Revenue Participation Right, the Revenue Payments, the Commercialization of a Product or the Buyer's rights under this Agreement, with the intent to circumvent the provisions of, or obligations under, this Agreement. Prior to the Lien Termination Date, the Seller shall not take any action that would impair the validity or enforceability of the Buyer's security interest in and Lien on the Back-Up Security Interest.

(g) For clarity, subject to Section 7.7, this Agreement shall not be construed, understood, or interpreted to limit the Seller's or its Affiliates' rights to enter into any Out-License or any other license, sublicense or other similar arrangements between the Seller or any of its Affiliates, on the one hand, and any Third Party, on the other hand, pursuant to which the Seller or any of its Affiliates grants a license, sublicense or other similar rights under any assets or property of Seller and its Affiliates, including Intellectual Property Rights.

(h) For clarity, on and after the Lien Termination Date, the Seller may enter into any Senior Debt and any Additional Monetization without any intercreditor agreement.

Section 7.14 Termination of Security Interest. Upon the later of (a) a Change of Control with a Permitted Transferee and (b) the Buyer's receipt of the CoC Required Payment (or, if the Seller has exercised a Buy-Back Option pursuant to Section 7.10(b), the applicable CoC Optional Payment) (such later date, the "Lien Termination Date"), all security interests and Liens granted hereunder, including the Back-Up Security Interest and any other collateral granted to the Buyer shall automatically and immediately terminate. In connection with any such termination and release of such security interests and Liens, the Buyer shall promptly provide such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) reasonably requested by the Seller, acknowledging the termination and the release of such security interests and Liens.

Section 7.15 Additional Debt. Subject to written agreement by the Parties, upon the written request of the Seller, the Parties will negotiate in good faith a debt financing of up to $500,000,000 on reasonable and customary terms.

## ARTICLE 8
## INDEMNIFICATION

Section 8.1 General Indemnity. Subject to Section 8.3, from and after the Effective Date:

(a) The Seller hereby agrees to indemnify, defend and hold harmless the Buyer and its Affiliates and its and their directors, managers, trustees, officers, agents, employees and advisors (the "Buyer Indemnified Parties") from, against and in respect of all Losses suffered or incurred by the Buyer Indemnified Parties to the extent arising out of or resulting from any Claims by a Third Party against any Buyer Indemnified Parties (i) to the extent arising from (A) any material breach of any of the representations or warranties (in each case, when made) of the Seller in any Transaction Document, and (B) any material breach of any of the covenants or agreements of the Seller in any Transaction Document, and (ii) brought directly in connection with the development, Manufacture or Commercialization or other Exploitation of a Product by or on behalf of Seller or its Related Parties, including any claim of intellectual property infringement or misappropriation in connection with any Product; provided, however, that the foregoing shall exclude any indemnification to any Buyer Indemnified Party to the extent resulting from (A) the gross negligence, willful misconduct, or fraud of any Buyer Indemnified Party or (B) material breach of this Agreement by the Buyer. For the avoidance of doubt, the foregoing indemnification obligations of the Seller do not apply to any direct claims or indemnities between the Parties under this Agreement.

(b) The Buyer hereby agrees to indemnify, defend and hold harmless the Seller and its Affiliates and its and their directors, managers, trustees, officers, agents, employees and advisors (the "Seller Indemnified Parties") from, against and in respect of all Losses suffered or incurred by the Seller Indemnified Parties to the extent arising out of or resulting from any Claims by a Third Party against any Seller Indemnified Parties to the extent arising from (i) any material breach of any of the representations or warranties (in each case, when made) of the Buyer in any Transaction Document and (ii) any material breach of any of the covenants or agreements of the Buyer in any Transaction Document; provided, however, that the foregoing shall exclude any indemnification to any Seller Indemnified Party to the extent resulting from (A) the gross negligence, willful misconduct, or fraud of any Seller Indemnified Party or (B) material breach of this Agreement by the Seller. For the avoidance of doubt, the foregoing indemnification obligations of the Buyer do not apply to any direct claims or indemnities between the Parties under this Agreement.

Section 8.2 Notice of Claims. If either a Buyer Indemnified Party, on the one hand, or a Seller Indemnified Party, on the other hand (such Buyer Indemnified Party on the one hand and such Seller Indemnified Party on the other hand being hereinafter referred to as an "Indemnified Party"), has suffered or incurred any Losses for which indemnification may be sought under this ARTICLE 8, the Indemnified Party shall so notify the other party from whom indemnification is sought under this ARTICLE 8 (the "Indemnifying Party") promptly in writing describing such Loss, the amount or estimated amount thereof, if known or reasonably capable of estimation, and the method of computation of such Loss, all with reasonable particularity and containing a reference to the provisions of the relevant Transaction Document in respect of which such Loss shall have occurred. If any claim, action, suit or proceeding is asserted or instituted by or against a Third Party with respect to which an Indemnified Party intends to claim any Loss under this Section 8.2, such Indemnified Party shall

promptly notify the Indemnifying Party of such claim, action, suit or proceeding and tender to the Indemnifying Party the defense of such claim, action, suit or proceeding. A failure by an Indemnified Party to give notice and to tender the defense of such claim, action, suit or proceeding in a timely manner pursuant to this Section 8.2 shall not limit the obligation of the Indemnifying Party under this ARTICLE 8, except to the extent such Indemnifying Party is actually prejudiced thereby.

Section 8.3 Limitations on Liability. Except for a Party's breach of its confidentiality or non-use obligations under ARTICLE 9, no party hereto shall be liable (and no claim for indemnification hereunder shall be asserted) for any indirect, consequential, punitive, special or incidental damages, including loss of profits. Notwithstanding the foregoing, (i) the Buyer shall be entitled to make indemnification claims, in accordance with the procedures set forth in this ARTICLE 8, for Losses consisting of any portion of the Revenue Payments that the Buyer was entitled to receive but did not receive timely or at all due to any indemnifiable events under any Transaction Document, and such portion of the Revenue Payments shall not be deemed indirect, consequential, punitive, special or incidental damages, including loss of profits, for any purpose of any Transaction Document and (ii) any indirect, consequential, punitive, special or incidental damages, including loss of profits awarded to a Third Party in connection with a claim pursuant to Section 8.4 shall be considered Losses for purposes of this ARTICLE 8.

Section 8.4 Third Party Claims. Upon providing notice to an Indemnifying Party by an Indemnified Party pursuant to Section 8.2 of the commencement of any action, suit or proceeding against such Indemnified Party by a Third Party with respect to which such Indemnified Party intends to claim any Loss under this ARTICLE 8, such Indemnifying Party shall have the right to defend such claim, at such Indemnifying Party's expense and with counsel of its choice reasonably satisfactory to the Indemnified Party. If the Indemnifying Party assumes the defense of such claim, the Indemnified Party shall, at the request of the Indemnifying Party, use commercially reasonable efforts to cooperate in such defense; provided, that the Indemnifying Party shall bear the Indemnified Party's reasonable out-of-pocket costs and expenses incurred in connection with such cooperation. The Indemnified Party may retain separate co-counsel at its expense and may participate in the defense of such claim. The Indemnifying Party shall not consent to the entry of any Judgment or enter into any settlement with respect to such claim without the prior written consent of the Indemnified Party unless such Judgment or settlement (A) provides for the payment by the Indemnifying Party of money as the sole relief (if any) for the claimant (other than customary and reasonable confidentiality obligations relating to such claim, Judgment or settlement), (B) results in the full and general release of the Indemnified Party from all liabilities arising out of, relating to or in connection with such claim and (C) does not involve a finding or admission of any violation of any law, rule, regulation or Judgment, or the rights of any Person, and has no effect on any other claims that may be made against the Indemnified Party. In the event the Indemnifying Party does not or ceases to conduct the defense of such claim in compliance with this Section 8.4, (i) the Indemnified Party may defend against, and consent to the entry of any reasonable Judgment or enter into any reasonable settlement with respect to, such claim in any manner such Indemnified Party reasonably deems appropriate, (ii) subject to the limitations in Section 8.3, the Indemnifying Party shall reimburse the Indemnified Party promptly and periodically for the reasonable out-of-pocket costs of defending against such claim, including reasonable attorneys' fees and expenses against reasonably detailed invoices, and (iii) the Indemnifying Party shall remain responsible for any Losses the Indemnified Party may suffer as a result of such claim to the full extent provided in this ARTICLE 8.

Section 8.5 Exclusive Remedy. Except as set forth in Section 11.10, from and after the Effective Date, the rights of the parties hereto pursuant to (and subject to the conditions of) this ARTICLE 8 shall be the sole and exclusive remedy of the parties hereto and their respective Affiliates with respect to any claims (whether based in contract, tort or otherwise) resulting from or relating to any breach of the representations, warranties, covenants

and agreements made under any Transaction Document or any certificate, document or instrument delivered under any Transaction Document, and each party hereto hereby waives, to the fullest extent permitted under applicable law, and agrees not to assert any other claim or action in respect of any such breach. Notwithstanding the foregoing, claims for fraud shall not be waived or limited in any way by this ARTICLE 8.

Section 8.6 Tax Treatment of Indemnification Payments. Any indemnification payments made pursuant to this ARTICLE 8 will be treated as a purchase price adjustment for U.S. federal income tax purposes to the fullest extent permitted by applicable law, except to the extent otherwise required pursuant to a "determination," within the meaning of Section 1313(a) of the US Code.

## ARTICLE 9
## CONFIDENTIALITY

Section 9.1 Confidentiality. Except as provided in this ARTICLE 9 or otherwise agreed in writing by the parties, the parties agree that, during the term of this Agreement and for [ * * * ] thereafter, each party (the "Receiving Party") shall (a) keep confidential and shall not publish or otherwise disclose, except as permitted pursuant to Section 9.2, any information furnished to it by or on behalf of the other party (the "Disclosing Party") pursuant to this Agreement (such information, "Confidential Information" of the Disclosing Party), and (b) shall not use the Confidential Information of the Disclosing Party for any purpose other than as provided for in this Agreement (which includes the exercise of any rights or the performance of any obligations hereunder), except in each case ((a) and (b)) for that portion of such information that the Receiving Party can demonstrate by competent proof:

(a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;

(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of any confidentiality obligation (including under the Transaction Documents);

(d) is independently developed by the Receiving Party or any of its Affiliates without the use of the Confidential Information of the Disclosing Party; or

(e) is subsequently disclosed to the Receiving Party on a non-confidential basis by a Third Party who did not receive such Confidential Information from the Disclosing Party and without obligations of confidentiality with respect thereto.

Section 9.2 Authorized Disclosure. Either party may disclose Confidential Information to the extent such disclosure is reasonably necessary in the following situations:

(a) prosecuting or defending litigation between the parties hereto;

(b) complying with applicable laws and regulations, including regulations promulgated by securities exchanges;

(c) complying with a valid order of a court or administrative body of competent jurisdiction or other Governmental Entity;

(d) disclosure to its Affiliates and its and its Affiliates' Representatives; provided, that each recipient of Confidential Information must be bound by obligations of confidentiality and non-use at least as stringent as those set forth in this Agreement prior to any such disclosure;

(e) disclosure to its actual or potential investors, lenders, collaborators, partners, licensees, licensors, acquirers, assignees or transferees and their respective accountants, financial advisors and other Representatives, provided, that such disclosure shall be made only to the extent customarily required to consummate such investment, financing transaction or acquisition and that each recipient of Confidential Information must be bound by obligations of confidentiality and non-use at least as stringent as those set forth in this Agreement prior to any such disclosure; or

(f) upon the prior written consent of the Disclosing Party.

Notwithstanding the foregoing, in the event the Receiving Party is required to make a disclosure of the Disclosing Party's Confidential Information pursuant to Section 9.2(b) or (c), it will, except where impracticable, give reasonable advance notice to the Disclosing Party of such disclosure and use reasonable efforts to secure confidential treatment of such information. Without limiting the foregoing, a party may disclose the other party's Confidential Information, without the other party's prior written permission, to the extent it is required to do so by law, regulation, or a court or administrative order or an order of another Governmental Entity; however, prior to such disclosure, the compelled party shall notify the other party (which notice shall include a copy of the relevant portion of any applicable subpoena or order) as promptly as possible after it learns of such requirement to disclose, except to the extent such notification would be impractical or legally impermissible (in which event notification shall be made as soon as reasonably practicable and permissible), provide the other party with reasonable opportunity to pursue legal action to prevent or limit the required disclosure, and, if requested, provide reasonable assistance at the other party's expense in undertaking reasonable legal action to prevent or limit the required disclosure. In the event of any such required disclosure, the party required to disclose the other party's Confidential Information shall disclose only that portion of the other party's Confidential Information that it is legally required to disclose based on the advice of its counsel. The Receiving Party shall continue to hold in confidence hereunder any such disclosed Confidential Information of the Disclosing Party unless and until such information is no longer required to be held in confidence under the terms of this Agreement.

The Buyer shall not seek, because of, or based upon, any Confidential Information of the Seller, Patent or any other form of intellectual property protection with respect to, or related to, any such Confidential Information or use the Confidential Information of the Seller to obtain, or seek to obtain, a commercial advantage over the Seller. Without limiting the foregoing, the Buyer shall not file any Patent application based upon, disclosing or using any of the Confidential Information of the Seller provided hereunder.

The Buyer acknowledges that it will be necessary for the Seller to file this Agreement with the SEC and to make other public disclosures regarding the terms of this Agreement and payments made under this Agreement

in its reports filed with the SEC, and the Seller agrees that it will provide the Buyer a reasonable opportunity to review and comment on any proposed redactions to the copy of this Agreement to be filed with the SEC.

Section 9.3 Use of Names. Except as required by applicable law or as otherwise expressly permitted by this Agreement (including as a consequence of permitted disclosures pursuant to Section 9.2, neither Party (or any successor or permitted assign) will use the other Party's nor any of its Affiliates' (or, in the case of Buyer, any of the limited partners of Buyer) names or trademarks in any promotional materials or advertising without the prior written consent of the other party (or, in the case of Buyer's limited partners, the prior written consent of such limited partner); provided, that each party and each party's Affiliates may use the name and logo of the other party in connection with disclosing (a) the existence of this Agreement, (b) publicly announced information, or (c) any other disclosure as permitted under this Article 9, in each case ((a) through (c)), without the other party's prior written consent.

## ARTICLE 10
## TERMINATION

Section 10.1 Term and Expiration; Surviving Payments. Unless earlier terminated as provided in Section 10.2, this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the expiration of the Revenue Payment Term, at which time this Agreement shall automatically terminate, except in each case with respect to any rights or obligations that accrued or arose prior to such termination (including the right to receive any Revenue Payments).

Section 10.2 Mutual Termination. This Agreement may be terminated by mutual written agreement of the Buyer and the Seller.

Section 10.3 Release of Liens. Upon termination of this Agreement pursuant to the foregoing Section 10.1 or Section 10.2, all security interests and Liens granted hereunder shall automatically and immediately terminate, and all rights of the Buyer to the Revenue Participation Right, the Revenue Payments, the Back-Up Security Interest, and the APG777 Product Rights shall automatically and immediately revert to the Seller. In connection with any such termination and release of such security interests and Liens, the Buyer shall promptly provide such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) reasonably requested by the Seller, acknowledging the termination hereof and the release of such security interests and Liens, including the Back-Up Security Interest.

Section 10.4 Survival. Notwithstanding anything to the contrary in this ARTICLE 10, the following provisions shall survive termination of this Agreement pursuant to the foregoing Section 10.1 or Section 10.2: Section 7.4 (Inspections and Audits of the Seller) (provided the Buyer provides notice of any final audit no later than [ * * * ] following the Buyer's receipt of the final Revenue Payment); Section 7.5(d) (Recovery); Section 7.12 (Late Payments); ARTICLE 8 (Indemnification); ARTICLE 9 (Confidentiality); Section 10.1 (Term and Expiration; Surviving Payments); Section 10.3 (Release of Liens), Section 10.4 (Survival); ARTICLE 11 (Miscellaneous) (other than Section 11.3), and ARTICLE 1 (Definitions) to the extent applicable to one of the foregoing surviving sections. Termination of this Agreement shall not relieve any party of liability in respect of breaches under this Agreement by any party on or prior to termination.

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

## ARTICLE 11
## MISCELLANEOUS

Section 11.1 Notices. All notices and other communications under this Agreement shall be in writing and shall be by email with PDF attachment, courier service or personal delivery to the following addresses, or to such other addresses as shall be designated from time to time by a party hereto in accordance with this Section 11.1:

If to the Seller, to it at:

Apogee Therapeutics, Inc.
One Letterman Drive, Building B 6th Floor
San Francisco, CA 94129
Attention: [ * * * ]
Email: [ * * * ]

With a copy to (which will not constitute notice):

Latham & Watkins LLP
505 Montgomery Street
San Francisco, California 94111
Attention: [ * * * ]
Email: [ * * * ]

If to the Buyer, to it at:

Annapurna Aggregator L.P.
c/o Blackstone Life Sciences
314 Main Street, 15th Floor
Cambridge, MA 02142
Attention: [ * * * ]
Email: [ * * * ]

With a copy to (which will not constitute notice):

Blackstone Life Sciences
314 Main Street, 15th Floor
Cambridge, MA 02142
Attention: [ * * * ]
Email: [ * * * ]

-and-

Ropes & Gray LLP
800 Boylston Street
Boston, MA 02199
Attention: [ * * * ]
Email: [ * * * ]

All notices and communications under this Agreement shall be deemed to have been duly given (i) when delivered by hand, if personally delivered, (ii) when received by a recipient, if sent by email, with an acknowledgement of receipt being produced by the recipient's email account, or (iii) [ * * * ] following sending within the United States by overnight delivery via commercial one-day overnight courier service.

Section 11.2 Expenses. Except as otherwise provided herein, all fees, costs and expenses (including any legal, accounting and banking fees) incurred in connection with the preparation, negotiation, execution and delivery of this Agreement and to consummate the transactions contemplated hereby shall be paid by the party hereto incurring such fees, costs and expenses.

Section 11.3 Assignment; Transfer Restrictions.

(a) Neither the Seller nor any of its Affiliates shall sell, assign or otherwise transfer, including by asset sale, merger, change of control, operation of law, or otherwise, this Agreement or any portion of the APG777 Product Rights to any Person without the prior written consent of the Buyer (not to be unreasonably conditioned, withheld or delayed) except (i) to an Affiliate if such Affiliate transferee agrees in a writing reasonably acceptable to the Buyer that such Affiliate assumes all of the obligations of the Seller to the Buyer under the Transaction Documents and the Seller guarantees the performance of such Affiliate or (ii) in connection with a Change of Control (subject to the last sentence of this paragraph). Further, the Seller and its Affiliates shall be permitted to assign all or substantially all of the APG777 Product Rights to a Permitted Transferee if such Permitted Transferee agrees in a writing reasonably acceptable to the Buyer that it assumes all of the obligations of the Seller related to APG777 to the Buyer under this Agreement. For clarity, nothing in this Section 11.3 shall prohibit any Out-Licenses permitted by and entered into in accordance with Section 7.7, or the grant of a Lien on the APG777 Product Rights (or any "proceeds" (as defined in the UCC) thereof) in connection with Senior Debt or an Additional Monetization incurred in accordance with Section 7.13. In connection with any Change of Control of the Seller, (i) the Buyer shall cooperate with the Seller to transfer the Transaction Documents and the obligation to make the Revenue Payments to any acquiror and (ii) the Seller shall cause the ultimate parent of such acquiror to agree to perform all the required obligations under the Transaction Documents and the obligation to make the Revenue Payments under the Transaction Documents, following the sale, assignment or other transfer of this Agreement or any portion of the APG777 Product Rights, pursuant to documentation reasonably acceptable to the Seller and such acquiror.

(b) The Buyer may assign its rights under this Agreement, in whole or in part (subject to the Seller being obligated to solely deal with the Buyer for future Revenue Payments and all other rights of the Buyer hereunder unless otherwise agreed in writing by the Parties), without the prior written consent of the Seller if the Buyer provides a prior written notice to the Seller regarding such assignment. The Buyer may not assign its obligations under this Agreement except to (x) an Affiliate with sufficient resources to perform the obligations of the Buyer hereunder, and for which Buyer has provided to Seller evidence of such resources reasonably acceptable to Seller, (y) any Person so long as the Buyer remains liable for such obligations, or (z) any Person with the prior written consent of the Seller (not to be unreasonably withheld, conditioned or delayed).

(c) A party assigning this Agreement as set forth in this Section 11.3 will promptly notify the other party of such assignment.

(d) Any purported sale, assignment or transfer in violation of this Section 11.3 shall be null and void.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto and their respective permitted successors and assigns.

Section 11.4 Amendment and Waiver.

(a) This Agreement may be amended, restated, modified or supplemented only in a writing signed by each of the Seller and the Buyer. Any provision of this Agreement may be waived only in a writing signed by the parties hereto granting such waiver.

(b) No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No course of dealing between the parties hereto shall be effective to amend, modify, supplement or waive any provision of this Agreement.

Section 11.5 Entire Agreement. This Agreement, the Exhibits annexed hereto, the Disclosure Schedule and the other Transaction Documents constitute the entire understanding between the parties hereto with respect to the subject matter hereof and supersede all other understandings and negotiations with respect thereto.

Section 11.6 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Seller and the Buyer and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder, except that the Indemnified Parties shall be third party beneficiaries of the benefits provided for in ARTICLE 8.

Section 11.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Section 11.8 Jurisdiction; Venue.

(a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS RESPECTIVE PROPERTY AND ASSETS, TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF MANHATTAN, AND ANY APPELLATE COURT THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, AND THE BUYER AND THE SELLER EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. THE BUYER AND THE SELLER EACH HEREBY AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LAW. EACH OF THE BUYER AND THE SELLER HEREBY SUBMITS TO THE

EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF SUCH NEW YORK STATE AND FEDERAL COURTS. NOTHING IN THIS AGREEMENT OR IN ANY OTHER TRANSACTION DOCUMENT SHALL AFFECT ANY RIGHT THAT THE BUYER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT AGAINST THE SELLER OR ITS AFFILIATES OR ITS OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION. THE BUYER AND THE SELLER EACH AGREE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT PROCESS MAY BE SERVED ON THE BUYER OR THE SELLER IN THE SAME MANNER THAT NOTICES MAY BE GIVEN PURSUANT TO SECTION 11.1 HEREOF.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY NEW YORK STATE OR FEDERAL COURT. EACH OF THE BUYER AND THE SELLER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(C) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

Section 11.9 Severability. If any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any situation in any jurisdiction, then, to the extent that the economic and legal substance of the transactions contemplated hereby is not affected in a manner that is materially adverse to either party hereto, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect and the enforceability and validity of the offending term or provision shall not be affected in any other situation or jurisdiction.

Section 11.10 Specific Performance. Each of the parties acknowledges and agrees that the other party may be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, notwithstanding Section 8.5, each of the parties agrees that, without posting bond or other undertaking, the other party shall be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action, suit or other proceeding instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter in addition to any other remedy to which it may be entitled, at law or in equity. Each party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it shall not assert that the defense that a remedy at law would be adequate.

Section 11.11 Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted

by telecopy, facsimile or other similar means of electronic transmission, including "PDF," shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

Section 11.12 Relationship of the Parties; Tax Treatment; Cooperation. The relationship between the Buyer and the Seller is solely that of purchaser and seller, and neither the Buyer nor the Seller has any fiduciary or other special relationship with the other party or any of its Affiliates. This Agreement is not a partnership or similar agreement, and nothing contained herein shall be deemed to constitute the Buyer and the Seller as a partnership, an association, a joint venture or any other kind of entity or legal form for any purposes, including any Tax purposes. The Buyer and the Seller acknowledge and agree that the Buyer's interests hereunder (including the Revenue Participation Right) are not equity interests. For all federal, state and local Tax purposes, the Buyer and the Seller agree (i) to treat the transactions contemplated by this Agreement as a sale of the Revenue Participation Right and in accordance therewith to treat the payment of the Purchase Price by the Buyer to the Seller as received by the Seller in a taxable transaction, and (ii) to not treat the Revenue Payments or any other payments made to the Buyer hereunder as royalties or as fees for services. Neither the Buyer nor the Seller shall take or permit any position that is inconsistent with this Section 11.12 in any filing with any Governmental Entity or any audit or other tax-related administrative or judicial proceeding unless the other party hereto has consented in writing to such actions or except as otherwise required pursuant to a "determination," within the meaning of Section 1313(a) of the US Code, or a comparable provision of non-U.S. law. If there is an inquiry by any Governmental Entity of the Buyer or the Seller related to the treatment described in this Section 11.12, the Parties shall cooperate with each other in responding to such inquiry in a reasonable manner that is consistent with this Section 11.12.

[*Signature Page Follows*]

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective representatives thereunto duly authorized as of the date first above written.

SELLER

APOGEE THERAPEUTICS, INC.

By: /s/ Michael Henderson, M.D.
Name: Michael Henderson, M.D.
Title: Chief Executive Officer

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective representatives thereunto duly authorized as of the date first above written.

BUYER

ANNAPURNA AGGREGATOR L.P.

By: Blackstone Life Sciences Advisors L.L.C., on behalf of Annapurna Aggregator L.P.

By: /s/ Robert Liptak
Name: Robert Liptak
Title: Chief Operating Officer

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## Exhibit A

### Payment Instructions

[ * * * ]

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**Exhibit B**

**Form of Bill of Sale**

[ * * * ]

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**Exhibit C**

**Form of Senior Debt Intercreditor Agreement**

[ * * * ]

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## Exhibit D

## Clinical Trial Success Criteria

[ * * * ]

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

## Exhibit E

### Revenue Percentage Schedule

| Annual Aggregate Product Net Sales: | "Base Revenue Percentage" | "Tranche 4 Revenue Percentage" | "Maximum Revenue Percentage" |
|---|---|---|---|
| up to and including [ * * * ] ("Tier 1") | 0.9375%# | 2.50%* | 3.4375%** |
| in excess of [ * * * ], but less than or equal to [ * * * ] ("Tier 2") | 0.25%# | 0.00% | 0.25%** |

[ * * * ]

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

## Exhibit F

## APG777 Phase3 Clinical Trials

[ * * * ]

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

## Exhibit G

## APG777 Product Rights

[ * * * ]

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

## Exhibit H

## Data Room Index

[ * * * ]

**[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

## Exhibit I

## CoC Scenarios

[ * * * ]

**Exhibit 31.1**

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

I, Michael Henderson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Apogee Therapeutics, 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)) or 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: August 10, 2026

By: /s/ Michael Henderson, M.D.
Michael Henderson, M.D.
Chief Executive Officer
*(principal executive officer)*

**Exhibit 31.2**

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

I, Jane Pritchett Henderson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Apogee Therapeutics, 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: August 10, 2026

By: /s/ Jane Pritchett Henderson
Jane Pritchett Henderson
Chief Financial Officer
*(principal financial and accounting officer)*

**Exhibit 32.1**

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

In connection with the Quarterly Report on Form 10-Q of Apogee Therapeutics, Inc. (the "Company") for the period ended June 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of his or her knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) 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: August 10, 2026

By: /s/ Michael Henderson, M.D.
Michael Henderson, M.D.
Chief Executive Officer
*(principal executive officer)*

Date: August 10, 2026

By: /s/ Jane Pritchett Henderson
Jane Pritchett Henderson
Chief Financial Officer
*(principal financial and accounting officer)*

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. §1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Note: A signed original of this written statement required by §906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.