

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended **DECEMBER 31, 2022**

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 **001-40602**

ERASCA, INC.

(Exact name of Registrant as specified in its Charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

3115 Merryfield Row, Suite 300

San Diego, CA

(Address of principal executive offices)

83-1217027

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

92121

(Zip Code)

Registrant's telephone number, including area code: (858) 465-6511

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

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

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

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES NO

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES NO

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, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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

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

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

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

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

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES NO

The aggregate market value of the Registrant's common stock held by non-affiliates of the Registrant was approximately \$431.6 million based on the closing price of the Registrant's common stock as reported on the Nasdaq Global Select Market of \$5.57 per share on June 30, 2022, the last business day of the Registrant's most recently completed second quarter. Shares of common stock held by each executive officer and director and by each other person who may be deemed to be an affiliate of the Registrant have been excluded from this computation. The determination of affiliate status for this purpose is not necessarily a conclusive determination for other purposes.

The number of shares of Registrant's Common Stock outstanding as of March 16, 2023 was 150,588,982.

DOCUMENTS INCORPORATED BY REFERENCE

Certain sections of the Registrant's definitive proxy statement for the 2023 annual meeting of stockholders to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year covered by this Form 10-K are incorporated by reference into Part III of this Form 10-K.

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PART I

Forward-Looking Statements and Market Data

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act), and Section 27A of the Securities Act of 1933, as amended (the Securities Act). All statements other than statements of historical facts contained in this Annual Report on Form 10-K, including statements regarding our future results of operations and financial position, business strategy, research and development plans, the anticipated timing, costs, design and conduct of our ongoing and planned preclinical studies and planned clinical trials for our product candidates, the timing and likelihood of regulatory filings and approvals for our product candidates, our ability to commercialize our product candidates, if approved, the impact of the COVID-19 pandemic and global geopolitical events, such as the ongoing conflict between Russia and Ukraine, on our business, the pricing and reimbursement of our product candidates, if approved, the potential to develop future product candidates, the potential benefits of current and future licenses, acquisitions, and strategic arrangements with third parties, and our intent to enter into any future strategic arrangements, the timing and likelihood of success, plans and objectives of management for future operations, and future results of anticipated product development efforts, are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. This Annual Report on Form 10-K also contains estimates and other statistical data made by independent parties and by us relating to market size and growth and other data about our industry. This data involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. In addition, projections, assumptions and estimates of our future performance and the future performance of the markets in which we operate are necessarily subject to a high degree of uncertainty and risk.

In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “contemplate,” “believe,” “estimate,” “predict,” “potential” or “continue” or the negative of these terms or other similar expressions. The forward-looking statements in this Annual Report on Form 10-K are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this Annual Report on Form 10-K and are subject to a number of risks, uncertainties and assumptions, including those described in Part I, Item 1A, “Risk Factors.” The events and circumstances reflected in our forward-looking statements may not be achieved or occur, and actual results could differ materially from those projected in the forward-looking statements. Moreover, we operate in an evolving environment. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise. All forward-looking statements are qualified in their entirety by this cautionary statement, which is made under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

This Annual Report on Form 10-K includes our trademarks as well as trademarks, tradenames and service marks that are the property of other organizations. Solely for convenience, trademarks and tradenames referred to in this Annual Report on Form 10-K appear without the ® and ™ symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights, or that the applicable owner will not assert its rights, to these trademarks and tradenames.

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

Risk Factor Summary

Below is a summary of the principal factors that make an investment in our common stock speculative or risky. This summary does not address all of the risks that we face. Additional discussion of the risks summarized in this risk factor summary, and other risks that we face, can be found below under the heading “Risk Factors” in Item 1A of Part I of this Annual Report on Form 10-K, and should be carefully considered, together with other information in this Annual Report on Form 10-K and our other filings with the SEC before making investment decisions regarding our common stock.

- We have a limited operating history, have incurred significant operating losses since our inception and expect to incur significant losses for the foreseeable future. We may never generate any revenue or become profitable or, if we achieve profitability, we may not be able to sustain it.
- We will require substantial additional capital to finance our operations, and a failure to obtain this necessary capital when needed on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our development programs, commercialization efforts or other operations.
- We are early in our development efforts and are only beginning to test our product candidates in clinical trials. If we are unable to successfully develop and commercialize our product candidates or experience significant delays in doing so, our business will be materially harmed.
- Our approach to the discovery and development of product candidates is unproven, and we do not know whether we will be able to develop any products of commercial value, or if competing approaches will limit the commercial value of our product candidates.
- Clinical and preclinical development involves a lengthy and expensive process with an uncertain outcome, and the results of preclinical studies and early clinical trials are not necessarily predictive of future results. Our product candidates may not have favorable results in clinical trials, if any, or receive regulatory approval on a timely basis, or at all.
- Any difficulties or delays in the commencement or completion, or termination or suspension, of our current or planned clinical trials could result in increased costs to us, delay or limit our ability to generate revenue and adversely affect our commercial prospects.
- Use of our product candidates could be associated with side effects, adverse events or other properties or safety risks, which could delay or preclude approval, cause us to suspend or discontinue clinical trials, abandon a product candidate, limit the commercial profile of an approved label or result in other significant negative consequences that could severely harm our business, prospects, operating results and financial condition.
- We rely on third parties to conduct many of our preclinical studies and clinical trials and to manufacture our product candidates, and these third parties may not perform satisfactorily.
- We face significant competition, and if our competitors develop technologies or product candidates more rapidly than we do or their technologies are more effective, our business and ability to develop and successfully commercialize products may be adversely affected.
- Our business is subject to risks arising from COVID-19 and other epidemic diseases.
- Our success depends on our ability to protect our intellectual property and our proprietary technologies.
- The trading price of the shares of our common stock could be highly volatile, and purchasers of our common stock could incur substantial losses.

Item 1. Business.

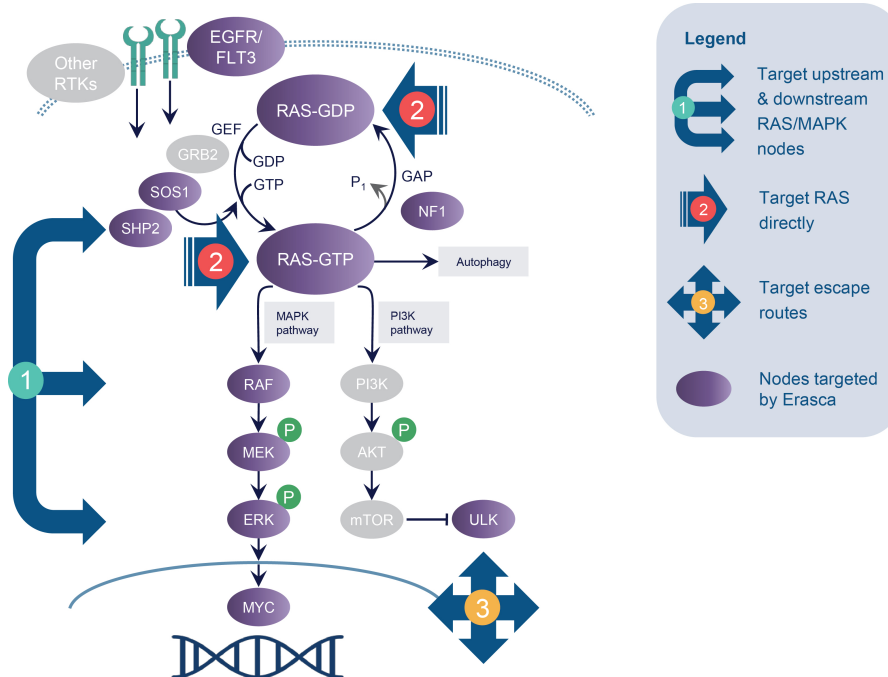
Overview

At Erasca, our name is our mission: to erase cancer.

We are a clinical-stage precision oncology company singularly focused on discovering, developing, and commercializing therapies for patients with RAS/MAPK pathway-driven cancers. Molecular alterations in RAS, the most frequently mutated oncogene, and the MAPK pathway, one of the most frequently altered signaling pathways in cancer, account for approximately 5.5 million new patients diagnosed with cancer globally each year. Our company was co-founded by leading pioneers in precision oncology and RAS targeting to create novel therapies and combination regimens designed to comprehensively shut down the RAS/MAPK pathway for the treatment of cancer. We have assembled what we believe to be the deepest, wholly-owned or controlled RAS/MAPK pathway-focused pipeline in the industry, including 12 disclosed modality-agnostic programs aligned with our three therapeutic strategies of: (1) targeting key upstream and downstream signaling nodes in the RAS/MAPK pathway; (2) targeting RAS directly; and (3) targeting escape routes that emerge in response to treatment. The target breadth and molecular diversity represented in our pipeline enable us to pursue a systematic, data-driven clinical development effort to identify single agent and combination approaches with the goal of prolonging survival in numerous patient populations with high unmet medical needs.

Our modality-agnostic approach aims to allow us to selectively and potently inhibit or degrade critical signaling nodes with small molecule therapeutics, large molecule therapeutics, and protein degraders. Our purpose-built pipeline includes five clinical-stage programs (a pan-RAF inhibitor, an ERK inhibitor, a SHP2 inhibitor, an EGFR inhibitor, and a central nervous system (CNS)-penetrant KRAS G12C inhibitor), and seven discovery-stage programs targeting other key oncogenic drivers. We believe our world-class team's capabilities and experience, further guided by our scientific advisory board (SAB), which includes the world's leading experts in the RAS/MAPK pathway, uniquely position us to achieve our bold mission of erasing cancer.

Of the approximately 5.5 million new patients diagnosed globally per year with cancers driven by RAS/MAPK pathway molecular alterations, over 70% have limited or no treatment options. While the RAS/MAPK pathway has been well characterized and validated based on multiple compounds approved or in development targeting discrete signaling nodes in the cascade, most of these compounds face resistance and tolerability challenges, highlighting the need for new approaches to target this pathway. We believe that to effectively shut down a pathway that signals as promiscuously as RAS/MAPK, a holistic approach must be taken to target not just individual nodes, but multiple nodes and cooperative mechanisms in parallel. As depicted in the following figure and described below, we are pursuing three therapeutic strategies that may be used in combination with the goal of comprehensively, and perhaps synergistically, shutting down the RAS/MAPK pathway.



- 1. Target upstream and downstream MAPK pathway nodes with single agents and combinations intended to clamp these oncogenic drivers.** Our lead product candidate, naporafenib, targets RAF, a key node of the RAS/MAPK pathway. We are developing naporafenib in combination with trametinib (MEKINIST) (MEK inhibitor) and other targeted therapies to delay emergence of resistance in response to RAS/MAPK pathway inhibition. We are also investigating a novel "MAPKlamp" that targets upstream and downstream nodes, initially SHP2 (ERAS-601) and ERK (ERAS-007) (with the potential to expand to RAF), respectively, to shut down, or "clamp," the signaling of various oncogenic drivers, such as receptor tyrosine kinases (RTKs), NF1, RAS, RAF, and MEK alterations, trapped in between any nodes involving this pathway. With our MAPKlamp approach, we hope to induce tumor regression in RAS/MAPK pathway-driven cancers, while also blocking their main escape routes that lead to tumor resistance. We are also discovering and developing single agent and combination approaches to target other upstream nodes that impact the RAS/MAPK pathway such as EGFR (ERAS-801 and ERAS-12), an RTK that represents a key escape route for RAS/MAPK signaling, and SOS1 (ERAS-9), a guanine nucleotide exchange factor that enables RAS to cycle from the inactive GDP state to the active GTP state.
- 2. Target RAS, the midstream MAPK pathway node, directly with single agents and combinations.** We are discovering and developing molecules that have the potential to inhibit RAS in its inactive GDP state (RAS-GDP) as well as its more prevalent active GTP state (RAS-GTP). Utilizing our in-house discovery efforts employing structure-based drug design, we are developing proprietary CNS-penetrant inhibitors of KRAS G12C (ERAS-3490), which is the only RAS isoform and mutation that is more commonly present in the inactive RAS-GDP state. We are also developing proprietary compounds against KRAS G12D (ERAS-4), which is more commonly found in the active RAS-GTP state and is the most prevalent KRAS mutation. Our approach to targeting other RAS isoforms and mutations that are found more commonly in the RAS-GTP state is based on the foundational discoveries of one of our co-founders, Dr. Kevan Shokat, a world-renowned pioneer of novel therapeutic approaches to targeting key signaling pathways such as RAS/MAPK in cancer. We entered into an exclusive worldwide license agreement with University of California San Francisco (UCSF) for certain intellectual property derived from Dr. Shokat's work related to RAS-GTP, which guides our ERAS-2/3 programs.

3. Target escape routes enabled by other proteins or pathways to further disrupt RAS/MAPK pathway signaling. RAS-driven cancers utilize escape routes, namely cooperative mechanisms, to develop resistance. As an example, RAS-driven cancers can become dependent on autophagy, which becomes constitutively active and represents a potential escape route for metabolically active tumors such as pancreatic ductal adenocarcinoma. By targeting ULK (ERAS-5), a key regulator of autophagy, in combination with our RAS targeting agents, we aim to shut down this potential escape route for RAS-driven cancers. We also are actively pursuing various ways to further disrupt RAS/MAPK pathway signaling by degrading key proteins (ERAS-10). Finally, MYC (ERAS-11) is a transcription factor and oncogene that is overexpressed in the majority of human cancers and a key enabler of RAS/MAPK pathway signaling at the transcriptional level.

To pursue these therapeutic strategies, we have assembled and are developing what we believe is the deepest pipeline targeting multiple signaling nodes to shut down the RAS/MAPK pathway. We intend to study these agents either alone or in rational combinations across multiple relevant tumor types. The following table summarizes our current, wholly-owned or controlled, modality-agnostic pipeline to eradicate RAS/MAPK pathway-driven cancers, and programs that arise from an investment made by Erasca Ventures, LLC (Erasca Ventures) in a third party.

Program/Company	Target	Modality	Indication	Discovery	IND-enabling	Phase 1	Phase 2	Phase 3	Erasca Cancer Strategy	Worldwide Rights
Naporafenib (ERAS-254)	BRAF/CRAF		Pan-RAS Q61X tissue agnostic	SEACRAFT-1 (planned)					1	ERASCA
			NRASm melanoma	SEACRAFT-2 (planned)					1	ERASCA
			NF1 LOF, pan-RAS G13R, KRAS G12C, BRAF Class 2/3 solid tumors	SEACRAFT-3 (planned)					1	ERASCA
ERAS-007*	ERK1/2		Tissue agnostic RAS/MAPK altered solid tumors	HERKULES-1					1	ERASCA
			EGFRm & RAS/MAPK altered NSCLC	HERKULES-2					1	ERASCA
			BRAFm & RAS/MAPK altered GI Tumors	HERKULES-3					1	ERASCA
ERAS-601*	SHP2		RAS/MAPK altered tumors	FLAGSHIP-1					1	ERASCA
ERAS-801	EGFR		EGFR altered GBM	THUNDERBOLT-1					1	ERASCA
ERAS-3490	KRAS G12C		KRASm G12C solid tumors	AURORAS-1					2	ERASCA
ERAS-2/3	RAS-GTP		RASm solid tumors						2	ERASCA
ERAS-4	KRAS G12D		KRASm G12D solid tumors						2	ERASCA
ERAS-5	ULK		RASm solid tumors						3	ERASCA
ERAS-9	SOS1		RAS/MAPK altered solid tumors						1	ERASCA
ERAS-10	RAS/MAPK		RAS/MAPK altered cancers						1 2 3	ERASCA
ERAS-11	MYC		MYC & RAS/MAPK altered solid tumors						3	ERASCA
ERAS-12	EGFR D2/D3		EGFR & RAS/MAPK altered solid tumors						1	ERASCA
Affini-T	KRAS G12V/D		KRASm solid tumors						2	affini

small molecule
 protein degrader
 large molecule
 TCR T cell therapy
 ERASCA investment
* Together, ERAS-007 and ERAS-601 comprise our first innovative MAPKamp
¹ SU2C = Stand Up To Cancer

Our lead product candidate is naporafenib, for which we plan to begin a pivotal Phase 3 trial in the first half of 2024 in NRAS-mutated (NRASm) melanoma, following initiation of a Phase 1b trial in the second half of 2023 for tissue agnostic RAS Q61X cancers to inform additional clinical development. Naporafenib is a pan-RAF inhibitor with first-in-class and best-in-class potential in NRASm melanoma, RAS Q61X tissue agnostic solid tumors, and other RAS/MAPK pathway-driven tumors. RAF proteins are ubiquitously expressed serine-threonine kinases that constitute a key node of the RAS/MAPK pathway downstream of RAS and upstream of MEK. The RAF protein family consists of ARAF, BRAF, and CRAF (RAF1) that are activated through dimerization. Mutations in RAF proteins have been observed in many cancers, such as melanoma, colorectal cancer (CRC), non-small cell lung cancer (NSCLC), and thyroid cancer. We in-licensed naporafenib from Novartis Pharma AG (Novartis) in December 2022. Naporafenib has been dosed in over 500 patients to date, whereby safety, tolerability, pharmacokinetics (PK), and pharmacodynamics have been established in both monotherapy and in certain combinations, with preliminary clinical proof-of-concept (PoC) data in combination with trametinib for NRASm melanoma, which includes NRAS Q61X melanoma, and preliminary clinical PoC data with trametinib for RAS Q61X in NSCLC. Naporafenib complements what we believe to be the deepest, wholly-owned or controlled RAS/MAPK pathway focused pipeline in the industry.

We are pursuing a broad development strategy for naporafenib that could address up to approximately 3.5 million patients worldwide, thereby significantly expanding our total addressable patient population. Our planned development for naporafenib includes a series of SEACRAFT trials designed to evaluate naporafenib's development opportunities in combination with other targeted therapies. We are prioritizing rapid development for naporafenib + trametinib in the planned Phase 1b SEACRAFT-1 trial in patients with RAS Q61X tissue agnostic tumors and in the planned Phase 3 SEACRAFT-2 trial in patients with NRASm melanoma. SEACRAFT-1 is supported by preliminary clinical PoC data in patients with NRAS Q61X melanoma and preliminary clinical PoC data in KRAS Q61X NSCLC. SEACRAFT-2 is supported by clinical PoC data in patients with NRASm melanoma, as presented by Novartis at the American Association for Cancer Research Annual Meeting 2022 (AACR Annual Meeting 2022) and European Society for Medical Oncology Congress 2022 (ESMO Congress 2022) medical conferences. SEACRAFT-3 is a planned Phase 1/2 trial in patients with solid tumors driven by NF1 LOF, BRAF Class II and III alterations, and other RAS/MAPK alterations, and will involve combinations with the rest of our pipeline (e.g., ERAS-007 and ERAS-601) as well as other therapies.

Our next two most-advanced product candidates are ERAS-007 (our oral ERK1/2 inhibitor) and ERAS-601 (our oral SHP2 inhibitor), which target downstream and upstream nodes, respectively, of the RAS/MAPK pathway. The extracellular signal-regulated kinases (ERK), ERK1 and ERK2, belong to a family of serine-threonine kinases that regulate cellular signaling, and comprise the terminal node of the RAS/MAPK pathway. ERK proteins propagate signaling for multiple cellular functions involved in cell growth and differentiation, which are often overactivated in RAS/MAPK pathway-driven cancers. We in-licensed ERAS-007 from Asana BioSciences (Asana) based in part on preclinical studies that demonstrated the highest potency and longest target residence time of ERK inhibitors of which we are aware. ERAS-007 has been evaluated as a single agent in a Phase 1 clinical trial in patients with advanced solid tumors completed by Asana. Forty-nine patients were enrolled and administered ERAS-007 once a day (QD) or once weekly (QW). Objective responses have been observed at doses from 120 mg to 250 mg QW in multiple tumor types (melanoma, salivary gland tumor, NSCLC, and thyroid cancer) that all harbor alterations (BRAF, HRAS, and NRAS) in the RAS/MAPK pathway, supporting the development of ERAS-007 QW as a monotherapy or combination therapy in diverse, biomarker-selected tumor types. In this trial, ERAS-007 demonstrated a reversible and manageable adverse event profile.

We are pursuing a broad clinical development plan across multiple tumor types for ERAS-007, which we refer to as our HERKULES series of clinical trials, that includes both monotherapy and combinations with approved and investigational agents, such as RTK, SHP2, RAS, and/or RAF inhibitors. Our current HERKULES Phase 1b/2 clinical trials are exploring both tissue agnostic and tissue specific indications in patients with solid tumors, including NSCLC, CRC, and pancreatic ductal adenocarcinoma. In May 2021, we dosed the first patient in HERKULES-1, a Phase 1b/2 clinical trial designed to evaluate ERAS-007 as a single agent and in combination with various RAS/MAPK pathway targeting agents in advanced solid tumors. In December 2022, we dosed the first patient to evaluate ERAS-007 in combination with ERAS-601 (the MAPKlamp sub-study of HERKULES-1) in advanced solid tumors. In September 2021, we dosed the first patient in HERKULES-2, a Phase 1b/2 master protocol clinical trial for ERAS-007 and/or ERAS-601 in combination with various agents in patients with NSCLC. In September 2021, we dosed the first patient in HERKULES-3, a Phase 1b/2 master protocol clinical trial for ERAS-007 in combination with various agents in patients with gastrointestinal (GI) cancers. In connection with our HERKULES-3 trial, we have announced clinical trial collaboration and supply agreements (CTCSAs) with Pfizer Inc. (Pfizer) for its BRAF inhibitor, encorafenib (BRAFTOVI), and CDK4/6 inhibitor, palbociclib (IBRANCE), Eli Lilly and Company (Lilly) for its EGFR antibody, cetuximab (ERBITUX), and Pierre Fabre for its BRAF inhibitor, encorafenib (BRAFTOVI) in key international territories. In all these cases, we are sponsoring and funding the clinical trial and the partner is providing its drug to us at no cost.

The master protocols for each of the HERKULES-2 and -3 Phase 1b/2 clinical trials provide the flexibility to explore additional combinations and expand into other NSCLC and GI cancer indications, respectively. These two trials are expected to provide PoC data and may be expanded to enable potential accelerated approvals in their respective indications. In September 2022, we announced preliminary data related to ERAS-007 that are discussed in more detail below. In addition, in October 2022, we reported additional Phase 1b monotherapy data from HERKULES-1 at the 2022 EORTC-NCI-AACR Molecular Targets and Cancer Therapeutics Symposium (2022 Triple Meeting). These data included preliminary monotherapy safety and pharmacokinetics to support dose selection for combinations of ERAS-007. In addition, we anticipate multiple additional data readouts from our HERKULES clinical trials, including a Phase 1b dose escalation combination data readout in RAS- and RAF-mutated GI malignancies from HERKULES-3 in the first half of 2023, a Phase 1b combination data readout from HERKULES-2 in the first half of 2023, a Phase 1b dose expansion combination data readout in BRAF-mutated CRC from HERKULES-3 between the second half of 2023 and the first half of 2024, and a Phase 1b combination data readout for ERAS-007 and ERAS-601 from HERKULES-1 in the first half of 2024. In June 2022, we announced an additional Phase 1b PoC clinical trial to investigate ERAS-007 in combination with a KRAS G12C inhibitor in KRAS G12C-driven NSCLC and CRC. While we have agreed to provide ERAS-007 for this clinical trial, the trial will be funded by a grant that the principal investigators received from Stand Up To Cancer.

ERAS-601 is designed to be a potent and selective oral inhibitor of SHP2, a convergent node for upstream RTK signaling and a critical “on/off switch” that activates RAS-GTP signaling. SHP2 also drives tumor cell proliferation and development of resistance. ERAS-601 is designed to block oncogenic signal transduction and delay the onset of therapeutic resistance, and thereby serve as a backbone of combination therapy. In December 2020, we dosed the first patient in FLAGSHIP-1, a Phase 1 clinical trial for ERAS-601 in patients with advanced solid tumors. ERAS-601 combinations are being evaluated in the FLAGSHIP-1 and HERKULES-1 clinical trials for patients with human papillomavirus (HPV)-negative advanced head and neck squamous cell carcinoma (HNSCC) and RAS/MAPK-altered solid tumors, respectively. Future development of ERAS-601 combinations may include CRC and other tumor types, based upon the data from the FLAGSHIP-1 HNSCC patients. In July 2022, we announced a second CTCSA with Lilly in connection with the FLAGSHIP-1 trial. Under the terms of the agreement, we are sponsoring and funding the clinical trial and Lilly is providing its EGFR inhibitor, cetuximab, at no cost. In September 2022, we announced preliminary data related to ERAS-601 that are discussed in more detail below. In addition, in October 2022, we reported additional Phase 1 monotherapy data from FLAGSHIP-1 at the 2022 Triple Meeting. These data included preliminary monotherapy safety and pharmacokinetics to support dose selection for combinations of ERAS-601. In addition, we anticipate a Phase 1b dose escalation combination data readout from FLAGSHIP-1 in the first half of 2023, and a Phase 1b combination data readout in HPV-negative HNSCC in the first half of 2024.

In September 2022, we announced promising preliminary data for ERAS-007 and ERAS-601 in BRAF-driven and RAS/MAPK-altered solid tumors. A retrospective pooled analysis of all trials evaluating ERAS-007 or ERAS-601 in advanced solid tumors was performed that included our ongoing HERKULES-1 and FLAGSHIP-1 trials and Asana’s previously completed ASN007-101 trial. The analysis was designed to identify responsive subsets that were particularly sensitive to ERAS-007 or ERAS-601 for prioritized combination development within indications of high unmet medical need where no targeted therapies with regular approval are available. Patients with solid tumors with RAS/MAPK alterations were segmented into two groups based on differing levels of responsiveness to monotherapy inhibition and differences in RAS/MAPK pathway reactivation: (1) patients with CRC and (2) patients with non-CRC. Key findings from the retrospective pooled interim analysis of ERAS-007 and ERAS-601 included:

- 23% (6/26) of patients with RAS/MAPK-altered non-CRC solid tumors responded (2 confirmed and 4 unconfirmed partial responses) to single agent ERAS-007 or ERAS-601;
- 44% (4/9) with a subset of BRAF-driven non-CRC solid tumors responded (1 confirmed and 3 unconfirmed partial responses) to single agent ERAS-007 or ERAS-601; and
- ERAS-007 and ERAS-601 had favorable safety and tolerability monotherapy profiles with largely non-overlapping treatment-related adverse events that are expected to be monitorable and manageable at the likely recommended combination doses.

The above results are based on data cutoff dates of November 6, 2020, July 11, 2022, and May 16, 2022 for the ASN007-101, FLAGSHIP-1, and HERKULES-1 trials, respectively.

In February 2022, we dosed the first patient in our THUNDERBOLT-1 Phase 1 clinical trial for ERAS-801, our CNS-penetrant EGFR inhibitor, in patients with recurrent glioblastoma multiforme (GBM). In December 2022, the US Food and Drug Administration (FDA) cleared the investigational new drug application (IND) for ERAS-3490, the CNS-penetrant development candidate (DevCan) we nominated from our ERAS-1 KRAS G12C inhibitor franchise. We are also advancing seven other disclosed programs targeting key oncogenic drivers in the RAS/MAPK pathway, which we will need to successfully progress through discovery and IND-enabling activities prior to advancing these programs into clinical development, if at all.

Our core values, team, and social mission

We are a team of experienced drug discoverers, developers, and company builders who are united by our mission to erase cancer and passionate about creating potentially life-saving precision oncology medicines singularly focused on targeting the RAS/MAPK pathway. Our leadership team has broad and deep experience in oncology, including advancing therapeutic candidates from discovery research to clinical development, regulatory approval, and commercialization. Our core values are embodied by our quest for the CURE:



Dr. Jonathan Lim, our Chairman, CEO, and Co-Founder, has helped pioneer transformative advancements in precision oncology and drug delivery, including leading Ignyta's trailblazing pursuit of a global tissue agnostic label for ROZLYTREK, which became the first drug in biopharmaceutical history to achieve the unprecedented triple crown of breakthrough designations with BTM (FDA), PRIME (EMA) and Sakigake (PMDA). He has served as Chairman and/or CEO and founding investor of six biotechnology companies that have collectively achieved global regulatory approval and launch of seven therapeutic products in oncology, immunology, and drug delivery, benefitting thousands of patients worldwide.

Dr. Michael Varney, our Chair of R&D, SAB member, and a member of our board of directors, is a pioneer drug discoverer and biotech leader. His leadership at Agouron resulted in the discovery of multiple currently marketed anti-cancer agents, including XALKORI and INLYTA. As Executive Vice President and Head of Genentech's Research and Early Development (gRED) and a member of the Roche Corporate Executive Committee, he was responsible for all aspects of gRED innovation, drug discovery and development, and built a team-based organization that today contributes to more than 40% of Genentech's development portfolio, including the marketed anti-cancer agents ERIVEDGE and COTELLIC. Under his leadership, gRED teams discovered and developed successful medicines that include VENCLEXTA with AbbVie, the first BCL-2 inhibitor, and POLIVY, an antibody drug conjugate for the treatment of diffuse large B-cell lymphoma.

Dr. Wei Lin, our Chief Medical Officer, was responsible for all development functions and the clinical development of Nektar's pipeline, including advancing bempegaldesleukin into multiple registrational trials and achieving FDA breakthrough therapy designation in metastatic melanoma. Prior to Nektar, Dr. Lin was the global development lead in cancer immunotherapy for lung cancer and head and neck cancer at Roche/Genentech. Under his leadership, his team oversaw 10 registrational studies, completed five positive Phase 3 trials, and achieved three US and EU regulatory approvals for TECENTRIQ, including the first advancement in first-line small cell lung cancer in three decades. He was also the site head for oncology product development for Roche China, where his team achieved multiple additional regulatory approvals for AVASTIN, ZELBORAF, and TARCEVA.

Dr. David Chacko, our Chief Financial Officer, joined us initially as Chief Business Officer from Versant Ventures, where he was a Principal with both investing and operating responsibilities. He helped lead investment opportunities across multiple therapeutic areas and advanced several Versant portfolio companies operationally through company formation, fundraising, corporate and business development, and clinical and regulatory activities. His prior roles at Alcon/Novartis, McKinsey, SR One, and Morgan Stanley bring to Erasca deep experience in strategy, finance, fundraising, business development, and operations.

Many members of our leadership team have worked together previously at Ignyta or Roche/Genentech, or have joined us from other leading companies in the biopharmaceutical and life science tools sectors such as Aragon, Illumina, Lilly, Medivation, Merck, Myovant, Neurocrine, Pfizer, Seragon, Synthorx, and Turning Point, and have worked on numerous oncology drugs that have been approved and launched for the benefit of patients.

Dr. Lim founded Erasca with Dr. Kevan Shokat (Professor and Chair of the Department of Cellular and Molecular Pharmacology at UCSF; Professor of Chemistry at the University of California, Berkeley; and an investigator at the Howard Hughes Medical Institute), who sits on our SAB with other RAS/MAPK pathway experts:

- Dr. Stephen Blacklow is a world expert in SHP2 who helped pioneer development of the first SHP2 inhibitor with Novartis, and is the Gustavus Adolphus Pfeiffer Professor of Biological Chemistry and Molecular Pharmacology, Biological Chemistry and Molecular Pharmacology at Harvard Medical School; a Professor of Pathology at the Brigham And Women's Hospital; a Professor of Cancer Biology at the Dana-Farber Cancer Institute; and the Chair of the Department of Biological Chemistry and Molecular Pharmacology at Harvard Medical School.
- Dr. Karen Cichowski is a world expert in RAS/MAPK pathway signaling, including elucidating how deregulated cell signaling drives tumorigenesis in nervous system, lung, prostate, and breast cancers, combining translational mouse modeling techniques with basic biochemical and cell biological studies, and in identifying novel combination therapies to shut down aberrant RAS/MAPK pathway signaling. She is Professor of Medicine at Harvard Medical School and Professor of Medicine/Genetics at Brigham and Women's Hospital.
- Dr. Ryan Corcoran is a gastrointestinal oncologist with a primary interest in translational oncology research who focuses on targeted therapies directed against mutations commonly found in human cancers, such as BRAF and KRAS mutations. He also is a world expert in ERK, having studied nearly every ERK inhibitor that has been or is being developed in the field. He is also the Director of the Gastrointestinal Cancer Center Program; the Scientific Director of the Termeer Center for Targeted Therapy at Massachusetts General Hospital Cancer Center; and an Associate Professor of Medicine at Harvard Medical School.
- Dr. George Demetri is a world expert in targeted oncology therapies who pioneered the development of GLEEVEC that helped launch the revolution in precision oncology. He is the Director of the Center for Sarcoma and Bone Oncology at the Dana-Farber Cancer Institute; the Director of the Ludwig Center at the Dana-Farber/Harvard Cancer Center; and Executive Director for Clinical and Translational Research at the Ludwig Institute for Cancer Research.
- Dr. Pablo Rodriguez-Viciana is a world expert in the RAS/MAPK pathway whose major focus is the function of the SHOC2 phosphatase complex as a unique regulatory node required for efficient RAS/MAPK pathway activation in the context of diseases such as cancer and RASopathies. He has served as the group leader at the UCL Cancer Institute since 2008 and is a former postdoctoral researcher in Dr. Frank McCormick's lab at the University of California, San Francisco.
- Dr. Michael Varney is a pioneer drug discoverer and biotech leader and the former Executive Vice President and Head of Genentech's gRED and a former member of the Roche Corporate Executive Committee.

At Erasca, while our mission to erase cancer inspires us, we know we can do more to make an even broader contribution to society. To that end, we are pursuing environmental, social, and governance (ESG) initiatives that are aligned with our core mission.

- **Erasca Foundation:** In May 2021, we established the Erasca Foundation, which was funded by the donation of 1,093,557 shares of our common stock (which at the time represented 1% of our capital stock), in conjunction with our initial public offering (IPO). The Erasca Foundation provides support such as direct research grants, hardship grants, patient advocacy, patient education in underserved populations, and funding for other initiatives to positively impact society.
- **Inclusive clinical trial participation:** We intend to make clinical trials of our product candidates more accessible to diverse patient populations and plan to partner with others who are like-minded in this regard.
- **Drug access program:** We intend to provide patients with access to the drugs we develop and commercialize, including through compassionate use programs if our products are demonstrated to be safe and efficacious. We also intend to increase access to life-changing drugs in underserved populations if our products become commercially available.

Our corporate strategies to erase cancer

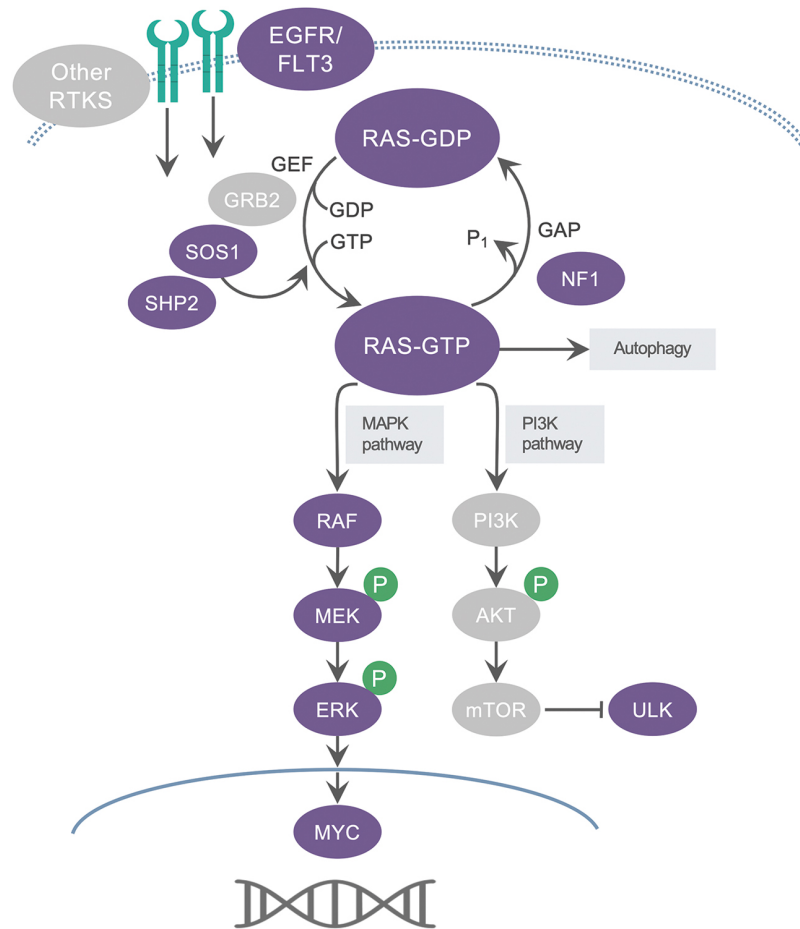
Our mission is to erase cancer by eradicating RAS/MAPK pathway-driven cancers. Our corporate strategies to achieve our mission include:

- **Relentlessly focus on patients and society in our mission to erase cancer.** There are approximately 5.5 million new patients diagnosed globally per year with cancers driven by RAS/MAPK pathway alterations, over 70% of whom have limited or no treatment options. We are a team of experienced drug discoverers, developers, and company builders who are united by our mission to erase cancer and passionate about creating potentially life-saving precision oncology medicines. In addition, we are pursuing ESG initiatives that are aligned with our core mission.
- **Develop novel single agent and combination regimens to comprehensively shut down the RAS/MAPK pathway for the treatment of cancer.** We are pursuing three therapeutic strategies that may be used in combination to comprehensively, and perhaps synergistically, shut down the RAS/MAPK pathway: (1) target upstream and downstream MAPK pathway nodes with single agents and combinations intended to clamp these oncogenic drivers; (2) target RAS directly with single agents and combinations; and (3) target escape routes enabled by other proteins or pathways to further disrupt RAS/MAPK pathway signaling. Our strategic focus on the RAS/MAPK pathway allows us to comprehensively target every critical node in the pathway that could drive cancer signaling.
- **Advance our deep, modality-agnostic RAS/MAPK pathway-focused pipeline.** We believe our internally and externally sourced RAS/MAPK pathway-focused pipeline, comprising 12 targeted therapy programs, is the deepest in the industry. Our modality-agnostic approach aims to selectively and potently inhibit or degrade critical RAS/MAPK signaling nodes with small molecule therapeutics, large molecule therapeutics, and protein degraders. Naporafenib (our pan-RAF inhibitor), ERAS-007 (our ERK inhibitor), ERAS-601 (our SHP2 inhibitor), and ERAS-801 (our EGFR inhibitor) are currently being studied in clinical trials. In December 2022, the FDA cleared the IND for ERAS-3490 (our CNS-penetrant KRAS G12C inhibitor). Given the high unmet medical need of the patients we seek to treat, we will evaluate the potential for expedited development and review pathways.
- **Internally and externally source, on a global basis, potentially disruptive programs targeting RAS/MAPK pathway alterations.** We have built a productive and efficient internal discovery engine. Our world-class structural biology team generates on average more than 100 protein structures annually and we use computational biology and computational chemistry to accelerate our discovery activities. While we have strong internal capabilities, we also believe that innovation is a collective, global endeavor and a single platform is unlikely to discover all the best ideas and approaches. We therefore plan to continue to opportunistically evaluate synergistic, in-pathway opportunities, regardless of origin, that meet our high scientific bar. Our extensive network and relationships provide us preferential—and at times exclusive—access to certain assets of interest.
- **Lead the next revolution in precision oncology.** The first wave of precision oncology included tyrosine kinase inhibitors such as ROZLYTREK, approved for select tumors that harbor ROS1 or NTRK fusions. While these initial development efforts focused on specific disease-causing alterations in areas of high unmet medical need, these patient populations were modest in size. We believe that to effectively shut down a pathway that signals as promiscuously as RAS/MAPK and that encompasses a range of alterations, a holistic approach must be taken to target not just specific individual mutations, but multiple alterations and cooperative mechanisms in parallel. We are pursuing tissue agnostic and tissue specific labels with dynamically designed biomarker-based basket and umbrella studies, respectively, as well as master protocols, in order to quickly demonstrate clinical proof-of-concept in a variety of tumor types for both single agent and combination approaches.
- **Evaluate opportunities to accelerate development timelines and enhance the commercial potential of our programs in collaboration with third parties.** We own or control worldwide development and commercialization rights to our entire pipeline of 12 targeted therapy programs. This provides us with the flexibility to explore combinations of our agents with each other, other investigational agents, and/or standard of care therapies. We intend to continue evaluating opportunities to work with partners that meaningfully enhance our capabilities with respect to the development and commercialization of our product candidates. In addition, we intend to commercialize our product candidates in the United States and possibly Europe, where as many as 1.7 million patients are diagnosed annually with RAS/MAPK pathway alterations. We intend to explore partnerships in selected geographies to maximize the worldwide commercial potential of our programs.

Our singular focus on the RAS/MAPK pathway

Background

The RAS/MAPK pathway is one of the most frequently altered signaling pathways in cancer. Molecular alterations in key signaling nodes within the RAS/MAPK pathway have been shown to drive cell proliferation across a wide range of tumor types. As described further below, our wholly-owned or controlled pipeline targets all of the key signaling nodes colored in purple, either directly or indirectly as single agents and in combination in order to prolong survival in a wide range of patient populations.



EGFR/FLT3

EGFR and FLT3 are RTKs, which are proteins that are embedded in the cell membrane and relay growth signals from the outside environment to the cell's internal machinery. At rest, these proteins reside on the cell membrane as inactive monomers. Growth factors secreted by nearby cells bind to specific RTKs, such as growth factor EGF binding to EGFR and FL binding to FLT3, and cause these RTKs to dimerize. Dimerized RTKs activate one another through transphosphorylation of their intracellular regions. Intracellular proteins, such as adapter proteins, bind to these phosphorylated regions and propagate the pro-growth signals within the cell via one or more signaling pathways. Cells express a variety of RTKs so that environmental cues can be relayed to specific cell populations in specific contexts. EGFR mediates pro-growth signaling in skin and in the ducts and outer surfaces of many organs. FLT3 predominantly mediates pro-growth signaling in immature blood cells.

Overactive RTK signaling can result in uncontrolled cell growth and survival that transforms normal cells into cancer cells.

SHP2

SHP2 is a protein tyrosine phosphatase and a key positive regulator of the growth signals from the RTK growth factor receptors to the intracellular signaling pathways (including RAS/MAPK and PI3K) that promote growth and survival of normal cells and cancer cells. As such, SHP2 is a convergent node for upstream RTK signaling: activated SHP2 upregulates (“turns up”) the positive signals and downregulates (“turns down”) the negative signals in the signaling cascades. SHP2 also serves as a central node in relaying the growth and survival signals from RTKs such as EGFR and FLT3 to RAS/MAPK and other intracellular pathways. SHP2 is an attractive target because SHP2 inhibition ubiquitously blocks the growth signals from multiple RTKs, preventing cancer cells from bypassing the blockade on a specific RTK (e.g., EGFR inhibitor) through activation of other RTK growth factor receptors (e.g., MET).

SOS1

SOS1, or Son of Sevenless-1, is a protein that is recruited to RTK complexes and, in turn, recruits and activates members of the RAS protein family. SOS1 activates RAS proteins by acting as a guanine nucleotide exchange factor (GEF), which facilitates the exchange of the RAS-bound nucleotide from guanine diphosphate (GDP) to guanine triphosphate (GTP). When GDP is exchanged for GTP, RAS adopts an active conformation that enables it to bind and activate downstream effector proteins, such as the RAF family, which ultimately results in RAS/MAPK pathway activation.

NF1

NF1, or neurofibromin, is a protein that accelerates the transition of RAS proteins from the active RAS-GTP state to the inactive RAS-GDP state. NF1 is classified as a GTPase activating protein (GAP) because it boosts the ability of RAS to hydrolyze bound GTP to GDP. Although RAS can autonomously hydrolyze GTP, it is dependent on GAPs such as NF1 to rapidly cycle it from the active state to the inactive state and thereby prevent overactive signaling. If NF1 is inactivated due to a mutation (NF1 loss-of-function mutation), RAS proteins may spend more time in the active RAS-GTP state. This can result in hyperactive RAS/MAPK pathway activation that drives aberrant cell growth and ultimately tumorigenesis. This is observed in patients affected by a genetic disorder caused by somatic mutations in the NF1 gene called neurofibromatosis type 1. NF1 loss-of-function mutations are observed in a variety of cancers, including melanoma and CRC, where they activate RAS/MAPK signaling alone or in conjunction with other RAS/MAPK pathway activating mutations.

RAS

RAS proteins are ubiquitously expressed GTPase proteins. The RAS protein family consists of KRAS, NRAS, and HRAS proteins and acts as the entry node in the MAPK signaling pathway. KRAS is the most abundantly expressed RAS protein followed by NRAS and then HRAS. RAS proteins act as signaling transducers since they are recruited to activated RTK complexes where they are converted into an active conformation (RAS-GTP) that enables them to activate downstream effector proteins, such as RAF proteins. The activation state of a RAS protein is dictated by the phosphorylation state of the bound guanosine: RAS adopts an inactive RAS-GDP conformation when bound to GDP and an active RAS-GTP conformation when bound to GTP. Conversion of RAS into an active conformation is mediated by binding to co-factor proteins, e.g., SOS1, and these co-factor proteins enable the exchange of the RAS-bound nucleotide from GDP to GTP. In the active state, RAS-GTP proteins interact with multiple effector proteins to propagate cell signaling through multiple pathways. For example, activated RAS-GTP proteins interact with RAF proteins to activate MAPK signaling, and PI3K proteins to activate PI3K pathway signaling. RAS can transition from the active state into the inactive state by hydrolyzing its bound nucleotide from GTP to GDP either intrinsically or catalyzed through interactions with co-factor proteins, such as NF1. RAS proteins are the most frequently mutated oncoproteins in cancer. These mutations occur at hotspots, such as amino acid residues 12, 13, and 61, and these hotspot mutations impair RAS's ability to hydrolyze GTP to GDP. As a result, mutant RAS-GTP remains in the active state for prolonged periods of time resulting in hyperactive stimulation of the RAS/MAPK and other pathways.

RAF

RAF proteins are ubiquitously expressed serine-threonine kinases that are a part of the RAS/MAPK pathway and whose activity is regulated by RAS proteins. The RAF protein family consists of ARAF, BRAF, and CRAF (RAF1). In the absence of activated RAS-GTP, RAF proteins assume an autoinhibited conformation in complex with downstream effector proteins, MEK1 and MEK2. RAF proteins can homodimerize (e.g., BRAF-BRAF dimers) or heterodimerize (e.g., CRAF-BRAF dimers). When RAF proteins bind to activated RAS-GTP, they adopt an active conformation that results in activation of their kinase domains. The activated kinase domains then phosphorylate complexed MEK proteins, activating those proteins and releasing them from the RAF-MEK complex. Activated MEK then signals further down the RAS/MAPK pathway. Mutations in RAF proteins, especially in BRAF, have been observed in many cancers, such as melanoma, CRC, NSCLC, and thyroid cancer. For example, the BRAF V600E mutation (a class I BRAF mutation) is frequently observed in melanoma and this mutation enables BRAF to constitutively activate MEK as a monomer. Approved BRAF inhibitors for class I mutations include vemurafenib, dabrafenib, and encorafenib. Class II BRAF mutations enable BRAF to constitutively dimerize and activate MEK. Class III BRAF mutations impair the ability of the mutant BRAF protein to phosphorylate MEK, but class III mutant BRAF proteins can aberrantly dimerize with wildtype RAF proteins and enable their dimerized wildtype RAF partners to activate MEK. To our knowledge, there are no approved inhibitors of BRAF Class II or Class III mutations. A number of inhibitors targeting BRAF Class II and Class III mutations, as well as pan-RAF inhibitors designed to disrupt wildtype RAF signaling, are in development; however, to our knowledge, none have received regulatory approval.

MEK

MEK1 and MEK2 proteins are ubiquitously expressed serine-threonine kinases that are activated by RAF-mediated phosphorylation and signal downstream by activating ERK proteins. MEK1 and MEK2 proteins form complexes with RAF proteins in the inactive state and are recruited as a unit to activated RAS-GTP. RAS-GTP then activates the RAF-MEK complex by binding to RAF, which then activates MEK via phosphorylation and releases from the RAF-MEK complex. Activated MEK then selectively phosphorylates ERK1 and ERK2 proteins, which are the terminal nodes of the RAS/MAPK pathway. Currently approved MEK inhibitors, such as trametinib, binimetinib, cobimetinib, and selumetinib, allosterically bind MEK proteins and inhibit MEK activation, either as free proteins alone or in complex with RAF. The inhibition of RAS/MAPK signaling by MEK inhibitors can result in an upregulation of signaling upstream of MEK due to negative feedback loops within the RAS/MAPK pathway. This increased signaling pressure can overwhelm MEK inhibitors and result in reactivation of MAPK signaling. Most MEK inhibitors are approved in combination with a BRAF inhibitor partially due to their vulnerability of being overwhelmed by the reactivation of MAPK signaling. In this combination, BRAF inhibitors attenuate upstream signaling pressure on MEK inhibitors, and MEK inhibitors further limit downstream MAPK signaling not inhibited by the BRAF inhibitor.

ERK

The extracellular signal-regulated kinases (ERK), ERK1 and ERK2, are ubiquitous serine-threonine kinases that regulate cellular signaling in both physiological and pathological states and comprise the terminal node of the RAS/MAPK pathway. Once activated by MEK, ERK proteins phosphorylate thousands of downstream proteins, propagating RAS/MAPK signaling across multiple cellular functions. In contrast to currently approved allosteric MEK inhibitors, ERK inhibitors in development are ATP-competitive and as a result, their potency is robust against the activated state of ERK. Based on this property, ERK inhibitors potentially can overcome drug resistance mechanisms that involve reactivation of RAS/MAPK pathway signaling, such as a rebound of RAS/MAPK signaling resulting from the alleviation of negative feedback or an upstream RAS/MAPK pathway protein adopting an acquired resistance mutation.

ULK

Autophagy is a metabolic process that cells use to break down and recycle cellular components. This process enables cells to renew cellular components whose functions are impaired due to age or malfunction. Autophagy also serves as a survival mechanism in nutrient deprived conditions, enabling the cell to continue to synthesize critical cellular components. RAS-driven tumor cells reconfigure many of their metabolic processes, including autophagy, to better fuel their growth and survival. Autophagy can act as a resistance mechanism to RAS/MAPK pathway inhibitors by becoming constitutively active and enabling the cell to survive metabolic stresses induced by the inhibition of RAS/MAPK pathway signaling. ULK1 and ULK2 are serine-threonine kinases that control the initiation of autophagy, thereby acting as gatekeepers of autophagy. Combining a RAS/MAPK pathway inhibitor with an ULK1 and/or ULK2 inhibitor can potentially inhibit tumor growth by blocking upregulation of autophagy, a potential escape route or adaptive resistance mechanism to the RAS/MAPK pathway inhibitor.

MYC

The MYC protein (also known as c-MYC) is a transcription factor that regulates the transcription of hundreds of genes that are associated with cell growth. Transcription factors guide the cellular machinery to transcribe specific genes in the nucleus and those transcribed genes are then translated into proteins in the cytoplasm. Transcription factors are regulated by multiple signaling pathways, including RAS/MAPK, and they integrate this signaling information to transcribe genes in a context-dependent manner. Dimerization is required for MYC transcription factor activity and MYC's most frequent dimerization partner is MAX. The activity of the MYC-MAX complex is largely driven by the concentration of MYC protein in the nucleus but other factors, such as the phosphorylation status of MYC, also regulate MYC activity. Given MYC's critical role in regulating genes that drive cell growth, MYC function is dysregulated in 40% of cancers and MYC overexpression is the most frequent form of MYC dysregulation. MYC's role as a transcription factor and not an enzyme has made the development of inhibitors targeting the MYC protein challenging. We believe inhibiting the transcription of MYC and/or MYC-agonists, such as MAX, offers a promising alternative therapeutic approach to reduce MYC activity in tumors where the traditional direct targeting of the MYC protein has failed. MYC and RAS are two of the most commonly dysregulated genes in human cancer and are also downstream effectors for a range of other oncogenic mutations in a variety of tumor types. MYC and RAS also frequently cooperate with each other in tumor development, heightening the urgency of targeting these two pivotal oncogenes.

Our approach is focused on comprehensively silencing the RAS/MAPK pathway by targeting these key signaling nodes, from upstream RTKs to downstream nuclear transcription factors, which have been shown to drive cell proliferation across a wide range of tumor types.

Patient lives at stake annually with RAS/MAPK pathway alterations

At Erasca, we are on a bold mission to erase cancer. The journey will be long, and it won't be easy. But patients with cancer are waiting, and we are eager to make new therapies available as soon as possible. Our mission will involve delivering new therapies to patients in markets where there are limited or no approved therapies, which are referred to as "blue oceans" (adapted from *Blue Ocean Strategy* by Chan Kim & Renée Mauborgne), as well as markets where there are already approved or soon to be approved product offerings, or "red oceans." Of the approximately 5.5 million new patients diagnosed globally per year with cancers driven by RAS/MAPK pathway alterations, over 70% (approximately 4 million patients) are in blue oceans with limited or no treatment options. In the United States and Europe, there are over 1.7 million patients per annum who could be treated with the therapies we are seeking to develop and commercialize. In other parts of the world, we intend to explore partnerships in selected geographies to maximize the worldwide commercial potential of our programs.

New cases estimated worldwide per annum (thousands; numbers may not add up due to rounding)

Alterations	GBM	HNSCC	NSCLC	CRC	Melanoma	PDAC	Other solid tumors	AML	US	EU	ROW	Global
EGFR/FLT3	125	513	184	338	-	-	-	61	82	222	917	1,220
NF1	25	58	98	34	33	1.9	434	3.2	75	159	453	687
KRAS G12C	-	2.6	240	57	-	5.1	45	0.1	36	82	232	350
KRAS G12D	0.2	4.7	68	238	0.5	178	201	1.3	65	171	456	692
N/H/KRAS Q61X	0.4	23	35	80	69	32	155	4.1	51	106	242	399
H/N/KRAS G13R	-	9.4	5.9	5.5	2.1	-	14	0.5	3.6	8.1	26	37
Other K/N/H/RAS	0.6	31	162	452	4.4	211	331	13	112	291	800	1,203
BRAF V600E/K	2.0	1.9	23	180	93	1.4	158	0.4	63	127	271	461
BRAF Class 2	0.4	3.8	18	6.9	5.3	0.5	57	-	11	23	58	92
BRAF Class 3	0.1	0.9	12	17	2.5	-	29	0.2	6.1	15	40	61
Other BRAF	-	-	3.9	-	1.9	0.3	0.5	-	0.7	1.0	4.9	6.6
MEK	0.2	1.9	12	8.8	4.6	0.2	22	-	5.2	11	33	50
Co-occurring activating MAPK pathway alterations**	1.4	10	62	59	37	7.1	84	3.0	33	69	162	264
US	12	29	93	114	77	51	153	11	542			
EU	34	76	194	398	116	124	324	18		1,285		
Rest of World	109	555	635	964	60	264	1,053	57			3,696	
Global	155	660	923	1,476	253	438	1,530	86				5,522

■ Blue ocean opportunities ■ Red ocean opportunities

* Post-Osimertinib resistant population shown for EGFRm NSCLC except for SCLC transformation
 **Co-occurring activating MAPK pathway alterations exclude EGFR overexpression
 Source: SEER database (2020), ECIS database (2020), GLOBOCAN database (2020), The AACR Project GENIE Consortium version 8.1 (2020), TCGA Research Network: <https://www.cancer.gov/tcga>, Tyrner JW et al. (2018) PMID: 30333627, Brenner CW et al (2013) PMID: 24120142, Chen Jet al. (2020) PMID: 32015526, and Ostrom QT, et al. (2020) PMID: 33123732

Our therapeutic strategies for shutting down the RAS/MAPK pathway

We believe that to effectively shut down a pathway that signals as promiscuously as RAS/MAPK, a holistic approach must be taken to target not just single nodes, but multiple nodes and cooperative mechanisms in parallel. We believe our internally and externally sourced RAS/MAPK pathway-focused pipeline, comprising 12 targeted therapy programs, is the deepest in the industry. The target breadth and molecular diversity represented in our pipeline enable us to pursue a systematic, data-driven clinical development effort to identify single agent and combination approaches that aim to prolong survival in numerous patient populations with high unmet medical needs. We are pursuing three therapeutic strategies that may be used in combination with the goal of comprehensively, and perhaps synergistically, shutting down the RAS/MAPK pathway:

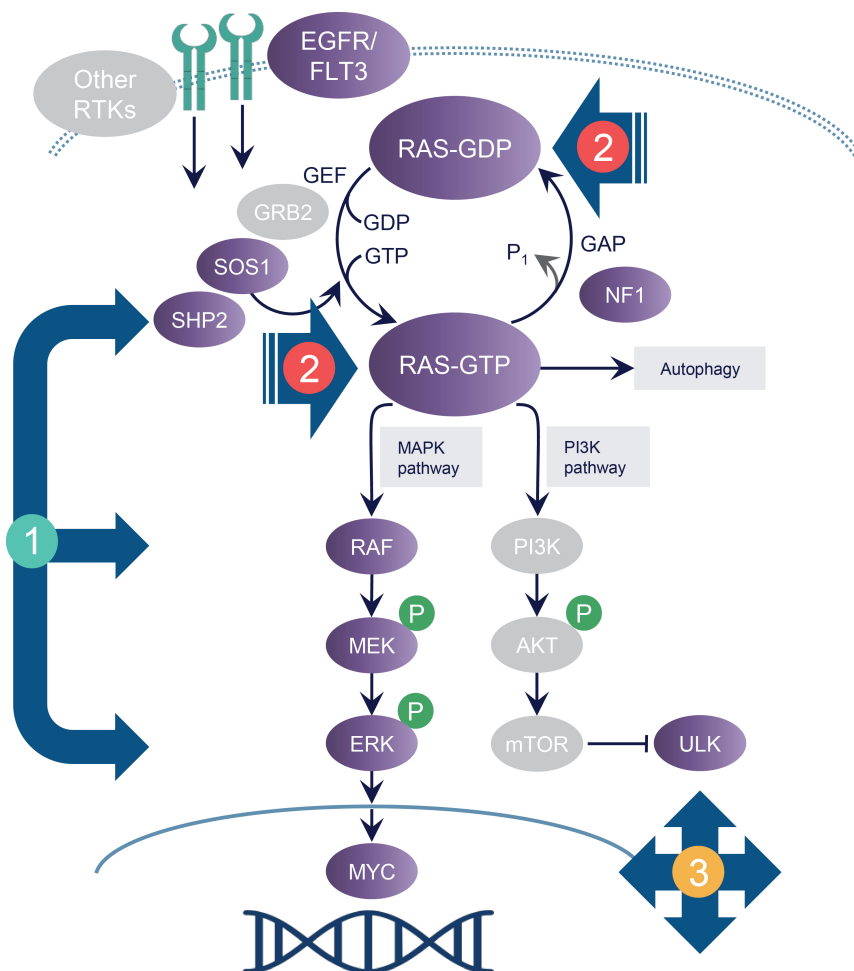


- 1. Target upstream and downstream MAPK pathway nodes with single agents and combinations intended to clamp these oncogenic drivers.** Our lead product candidate, naporafenib, targets RAF, a key node of the RAS/MAPK pathway. We are developing naporafenib in combination with trametinib (MEKINIST) (MEK inhibitor) and other targeted therapies to delay emergence of resistance in response to RAS/MAPK pathway inhibition. We are also investigating a novel MAPKlamp that targets upstream and downstream nodes, initially SHP2 and ERK (with the potential to expand to RAF), respectively, to shut down, or clamp, the signaling of various oncogenic drivers such as RTKs, NF1, RAS, RAF, and MEK alterations trapped in between any nodes involving this pathway. With our MAPKlamp approach, we aim to induce tumor regression in RAS/MAPK pathway-driven cancers, while also blocking their main escape routes that lead to tumor resistance. We are also discovering and developing single agent and combination approaches to target other upstream nodes that impact the RAS/MAPK pathway such as EGFR, an RTK that represents a key escape route for RAS/MAPK pathway signaling, and SOS1, a GEF that enables RAS to cycle from the inactive GDP state to the active GTP state.

2. **Target RAS, the midstream MAPK pathway node, directly with single agents and combinations.** Our second therapeutic strategy to erase cancer is to target RAS directly by discovering and developing molecules that have the potential to inhibit RAS-GDP, as well as the more prevalent RAS-GTP. Utilizing our in-house discovery efforts employing structure-based drug/degrader design (SBDD), we are developing CNS-penetrant inhibitors of KRAS G12C, which is the only RAS isoform and mutation that is more commonly present in the inactive RAS-GDP state. We are also employing SBDD to develop proprietary compounds against KRAS G12D, which is more commonly found in the active RAS-GTP state and is the most prevalent KRAS mutation. Our approach to targeting other RAS isoforms and mutations that are found more commonly in the RAS-GTP state is based on the foundational discoveries of one of our co-founders, Dr. Kevan Shokat, a world-renowned pioneer of novel therapeutic approaches to targeting key signaling pathways such as RAS/MAPK in cancer.

3. **Target escape routes enabled by other proteins or pathways to further disrupt RAS/MAPK pathway signaling.** Our third therapeutic strategy to erase cancer is to target other pathways and mechanisms that cooperate with RAS/MAPK pathway signaling. For example, RAS-driven cancers can become dependent on autophagy, which becomes constitutively active and represents a potential escape route for metabolically active tumors such as pancreatic ductal adenocarcinoma. By targeting ULK, a key regulator of autophagy, in combination with our RAS targeting agents, we aim to shut down this potential escape route for RAS-driven cancers. We also are actively pursuing various ways to further disrupt RAS/MAPK signaling by degrading key proteins. Finally, MYC is a transcription factor and oncogene that is overexpressed in the majority of human cancers, contributing to at least 40% of tumors and is a key enabler of RAS/MAPK pathway signaling at the transcriptional level which could be disrupted by novel approaches to targeting MYC.

Our strategic focus on the RAS/MAPK pathway allows us to comprehensively target every critical node in the pathway that could drive signaling. As shown in the figure below, our wholly-owned or controlled pipeline targets, either directly or indirectly, each of the signaling nodes colored in purple.



Our innovation model

Due to the magnitude of the challenge of erasing cancer, we are combining our robust internal discovery and development capabilities with a global in-licensing and acquisition strategy to assemble the industry's deepest, modality-agnostic RAS/MAPK pathway-focused pipeline. We believe these complementary approaches to innovation provide us with important optionality, both therapeutically and strategically, as we endeavor to bring forth the next generation of potentially differentiated targeted therapies for RAS/MAPK pathway-driven cancers.

Internal discovery and development

We have built a productive and efficient internal discovery engine at the heart of which lies SBDD, a key tool for the discovery of novel small molecule therapeutics and protein degraders by elucidating the three-dimensional structure of the potential drug molecule or degrader bound to the target protein of interest, allowing scientists to better understand and iterate on the structure-activity relationship of their hit and lead compounds or degraders. Three of our senior scientists were early pioneers in the use of SBDD while at Agouron Pharmaceuticals (now Pfizer), the first biotechnology company to use protein structure to inform medicinal chemistry for drug discovery: Dr. Dave Matthews, the scientific founder of Agouron, is our Senior Crystallography Advisor; Dr. Michael Varney, one of the original employees at Agouron who built the team that developed SBDD, is our Chair of R&D, SAB member, and a member of our board of directors; and Dr. Ping Chen, our Senior Director of Crystallography, was a member of Dr. Matthews' structural biology team at Agouron, and joined us from Pfizer to lead our internal structural biology efforts which generates more than 100 protein structures annually to guide our discovery research.

We use computational biology and computational chemistry to accelerate our discovery activities. We have standardized how we characterize our compounds across *in vitro/vivo* activity, drug distribution, metabolism, and PK, structural, and secondary pharmacology assays, and centralized the storage of these data for automated analyses. These data are continuously reviewed by our scientific teams, and promising trends, including unpredicted ones that arise serendipitously, are prioritized for future exploration.

We supplement our medicinal chemistry efforts with fragment screens, including DNA encoded library (DEL) screens, to identify novel chemical matter with promising activity against targets of interest. These "hits" give us starting points for our early-stage drug discovery programs, and also provide opportunities to diversify molecular designs for later-stage discovery programs. DEL screens interrogate the binding of billions of compounds against our targets and increase the likelihood that we will discover a fragment that we can eventually transform into a potent therapy.

Based on our previous collective experiences at Ignyta, Roche/Genentech, Pfizer, and elsewhere, our team has extensive precision oncology expertise with dynamic clinical trial designs such as adaptive trials, biomarker-based basket and umbrella studies, and master protocols. We will continue to leverage this experience, in collaboration with industry and academic partners, in order to quickly demonstrate clinical proof-of-concept in a variety of tumor types for both single agent and combination approaches.

External sources of innovation

We believe innovation in cancer therapy is a collective, global endeavor unlikely to emerge from a single company or a single platform. There are exciting product candidates, technologies, and approaches in development worldwide, and our innovation model gives us the flexibility to supplement our internal efforts with externally sourced assets through collaboration, in-license, or acquisition. We also established Erasca Ventures, our wholly-owned subsidiary, in March 2021 to make equity investments in early-stage biotechnology companies that are aligned with our mission and strategy. In March 2022, Erasca Ventures made an equity investment in Affini-T Therapeutics, Inc. (Affini-T), which is developing potential best-in-class T-cell receptor (TCR) cell therapies targeting multiple oncogenic driver mutations, including KRAS G12V and KRAS G12D. To date, we have in-licensed or acquired novel therapies from multiple geographic regions, including our lead program, naporafenib, which we in-licensed from Novartis, and our oral ERK1/2 inhibitor, ERAS-007, which we in-licensed from Asana.

We leverage our extensive network of preferred relationships with our Scientific and Research & Development Advisory Boards, as well as leading institutional investors, investment banks, academic institutions, and biopharmaceutical companies that keep us apprised of assets of strategic interest. We pursue the best science in the world, regardless of its origin, and will continue to opportunistically evaluate additional opportunities to strengthen and diversify our pipeline through academic and biopharmaceutical collaborations, in-licenses, acquisitions, and strategic investments that meet our high scientific bar and can help us advance our mission to erase cancer.














Modality-agnostic pipeline






Cancer is a complex, heterogeneous disease that is unlikely to succumb to a one-size-fits-all approach. We believe shutting down the RAS/MAPK pathway in cancer requires a systematic, data-driven approach to development, part of which involves choosing the most appropriate technology for the target of interest, or what we call a modality-agnostic approach. We therefore seek to understand the biology of the target of interest first, and then choose the therapeutic modality best suited to optimally inhibit or degrade that target. We are currently utilizing several modalities to target the RAS/MAPK pathway, including small molecule therapeutics, large molecule therapeutics, and protein degraders.

For example, we are developing protein degraders in addition to our internal small molecule discovery capabilities, including proteolysis targeting chimeras (PROTACs), as a complementary strategy to modulate RAS/MAPK pathway proteins of interest. PROTAC-mediated degradation is a viable option for attenuating oncogenic RAS/MAPK pathway levels and downstream signaling in cancer cells, by utilizing the body's own natural disposal system to remove oncogenic proteins selectively and efficiently.

Our pipeline

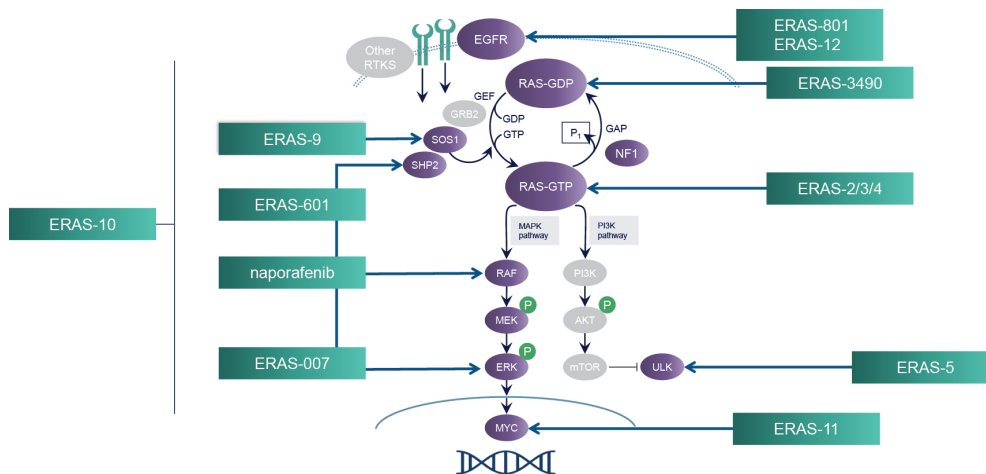
We have assembled what we believe is the deepest, wholly-owned or controlled RAS/MAPK pathway-focused pipeline in the industry, including 12 disclosed modality-agnostic programs aligned with our three therapeutic strategies of: (1) targeting key upstream and downstream signaling nodes in the RAS/MAPK pathway; (2) targeting RAS directly; and (3) targeting escape routes that emerge in response to treatment. The table below summarizes our current pipeline. We have exclusive worldwide development and commercial rights for all of our programs (excluding programs in our pipeline that arise from an investment made by Erasca Ventures in a third party).

Program/Company	Target	Modality	Indication	Discovery	IND-enabling	Phase 1	Phase 2	Phase 3	Erasca Cancer Strategy	Worldwide Rights
Naparafenib (ERAS-254)	BRAF/CRAF		Pan-RAS Q61X tissue agnostic	SEACRAFT-1 (planned)					1	ERASCA ¹
			NRASm melanoma	SEACRAFT-2 (planned)					1	ERASCA ¹
			NF1 LOF, pan-RAS G13R, KRAS G12C, BRAF Class 2/3 solid tumors	SEACRAFT-3 (planned)					1	ERASCA ¹
ERAS-007*	ERK1/2		Tissue agnostic RAS/MAPK altered solid tumors	HERKULES-1					1	ERASCA ¹
			EGFRm & RAS/MAPK altered NSCLC	HERKULES-2					1	ERASCA ¹
			BRAFm & RAS/MAPK altered GI Tumors	HERKULES-3					1	ERASCA ¹
ERAS-601*	SHP2		KRAS G12C-driven NSCLC and GI Tumors	SUZC ¹ Trial					1	ERASCA ¹
				RAS/MAPK altered tumors	FLAGSHIP-1					1
ERAS-801	EGFR		EGFR altered GBM	THUNDERBOLT-1					1	ERASCA ¹
ERAS-3490	KRAS G12C		KRASm G12C solid tumors	AURORAS-1					2	ERASCA ¹
ERAS-2/3	RAS-GTP		RASm solid tumors						2	ERASCA ¹
ERAS-4	KRAS G12D		KRASm G12D solid tumors						2	ERASCA ¹
ERAS-5	ULK		RASm solid tumors						3	ERASCA ¹
ERAS-9	SOS1		RAS/MAPK altered solid tumors						1	ERASCA ¹
ERAS-10	RAS/MAPK		RAS/MAPK altered cancers						1 2 3	ERASCA ¹
ERAS-11	MYC		MYC & RAS/MAPK altered solid tumors						3	ERASCA ¹
ERAS-12	EGFR D2/D3		EGFR & RAS/MAPK altered solid tumors						1	ERASCA ¹
Affini-T	KRAS G12VID		KRASm solid tumors						2	affini ¹

 small molecule
  protein degrader
  large molecule
  TCR T cell therapy
  ERASCA investment

¹ Together, ERAS-007 and ERAS-601 comprise our first innovative MAPKamp
¹ SUZC = Stand Up To Cancer

Importantly, we believe the target breadth and molecular diversity represented in our pipeline enable us to pursue a systematic, data-driven clinical development effort to identify single agent and combination approaches designed to comprehensively shut down the RAS/MAPK pathway in a range of underserved cancer indications. The figure below illustrates the overlay between our current pipeline and several key nodes in the RAS/MAPK pathway that we believe are attractive targets for therapeutic intervention. Our pipeline also provides potential solutions for patients with limited or no treatments available by directly targeting with single agents and/or clamping with combinations, the various nodes of the RAS/MAPK pathway.



Naporafenib: our pan-RAF inhibitor

Our lead product candidate is naporafenib, for which we plan to begin a pivotal Phase 3 trial in the first half of 2024 in NRASm melanoma, following initiation of a Phase 1b trial in the second half of 2023 for tissue agnostic RAS Q16X cancers to inform additional clinical development. Naporafenib is a pan-RAF inhibitor with first-in-class and best-in-class potential in NRASm melanoma, RAS Q61X tissue agnostic solid tumors, and other RAS/MAPK pathway-driven tumors. In-licensed from Novartis, naporafenib has been dosed in over 500 patients to date, whereby safety, tolerability, PK, and pharmacodynamics have been established in both monotherapy and in certain combinations with clinical PoC established in combination with trametinib for NRASm melanoma, which includes NRAS Q61X melanoma, and preliminary clinical PoC with trametinib for RAS Q61X in NSCLC. Naporafenib complements what we believe to be the deepest, wholly-owned or controlled RAS/MAPK pathway focused pipeline in the industry.

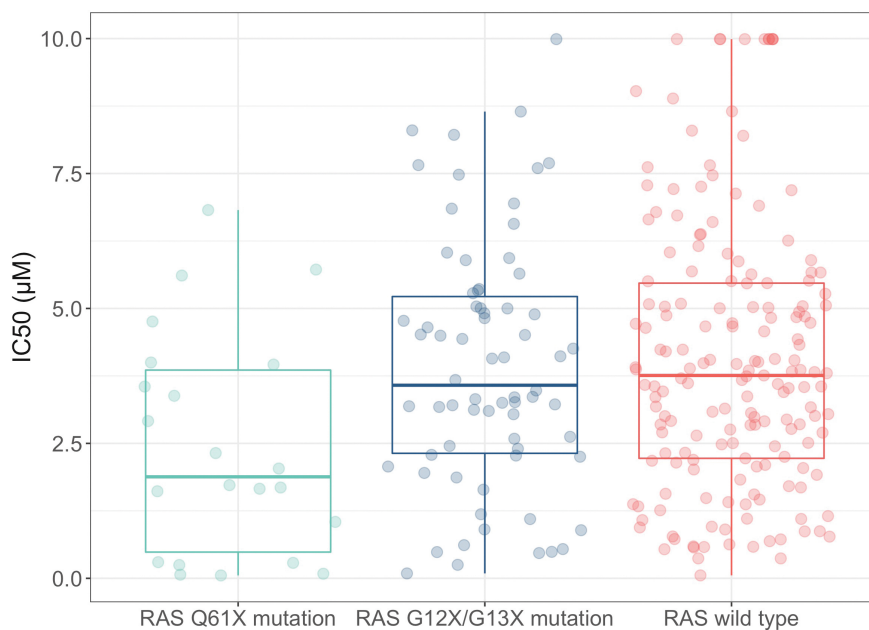
We are pursuing a broad development strategy for naporafenib that could address up to approximately 3.5 million patients worldwide, thereby significantly expanding our total addressable patient population. Our planned development for naporafenib includes a series of SEACRAFT trials designed to evaluate naporafenib's development opportunities in combination with other targeted therapies. We are prioritizing rapid development for naporafenib + trametinib in the planned Phase 1b SEACRAFT-1 trial in patients with RAS Q61X tissue agnostic tumors and in the planned Phase 3 SEACRAFT-2 trial in patients with NRASm melanoma. SEACRAFT-1 is supported by clinical PoC data in patients with NRAS Q61X melanoma and preliminary PoC data in KRAS Q61X NSCLC. SEACRAFT-2 is supported by clinical PoC data in patients with NRASm melanoma, as presented by Novartis at the AACR Annual Meeting 2022 and ESMO Congress 2022 medical conferences. SEACRAFT-3 is a planned Phase 1/2 trial in patients with solid tumors driven by NF1 LOF, BRAF Class II and III alterations, and other RAS/MAPK alterations, and will involve combinations with the rest of our pipeline (e.g., ERAS-007 and ERAS-601) as well as other therapies.

Preclinical profile of naporafenib

Naporafenib is designed to be a reversible, potent and selective ATP-competitive type 2 pan-RAF kinase inhibitor. It has been shown to be most potent against BRAF and CRAF with biochemical IC50 values of 0.1 and 0.2 nM, respectively, but also showed biochemical activity against ARAF with an IC50 of 6.4 nM. Naporafenib is designed to be selective for RAF family kinases, biochemically inhibiting only three non-RAF kinases at >80% at 1 μM (i.e., PDGFRB, DDR1, and DDR2).

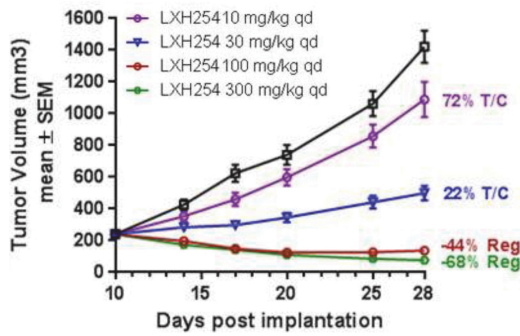
As a pan-RAF inhibitor, naporafenib is differentiated from BRAF V600E inhibitors since naporafenib inhibits both RAF monomers and dimers. BRAF V600E inhibitors inhibit monomeric BRAF V600E proteins but enable these inhibited monomers to dimerize with uninhibited RAF proteins, which results in paradoxical activation of downstream RAS/MAPK pathway signaling. Naporafenib's ability to inhibit both RAF monomers and dimers enables it to effectively inhibit RAS mutants from signaling downstream without the paradoxical activation observed with BRAF V600E inhibitors.

In the KRAS Q61K-mutated NSCLC cell line Calu-6, naporafenib inhibited downstream MEK phosphorylation with an IC50 value of 14 nM after two-hour treatment. In a 265 cell line panel, naporafenib tended to show the strongest activity against RAS Q61X-mutated cell lines relative to RAS G12X/G13X mutant and RAS WT cell lines. Naporafenib showed monotherapy activity in vivo in the KRAS Q61K-mutated NSCLC cell line-derived xenograft (CDX) model, Calu-6, achieving tumor regressions at orally administered doses of 100 mg/kg QD and 300 mg/kg QD. Naporafenib plus trametinib showed combination benefit in the Calu-6 CDX model, achieving tumor regression as a combination while the respective monotherapy treatments only achieved moderate tumor growth inhibition (i.e., a tumor growth inhibition ratio (T/C) $\geq 26\%$). Naporafenib and trametinib are ideal combination partners since they target two vertically adjacent nodes in the RAS/MAPK pathway, RAF and MEK, and both stabilize their targeted proteins in the inactive state; naporafenib in an ATP-competitive manner and trametinib in an allosteric manner.

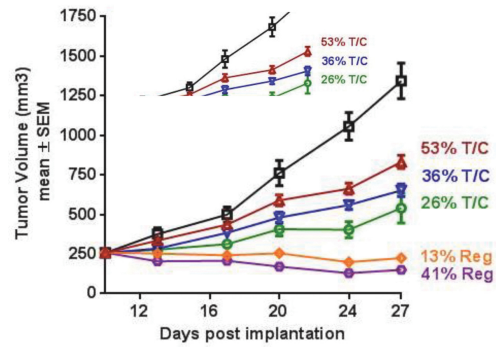


Naporafenib tended to show strongest in vitro activity against cell lines that harbor RAS Q61X mutations relative to RAS G12X/G13X mutations or are RAS wildtype. Stronger activity denoted by lower IC50 values. IC50 values were measured by CellTiter-Glo Luminescent Cell Viability Assay after 72-120 hour incubation with naporafenib. IC50 values were normalized to DMSO control.

Naporafenib monotherapy in KRAS Q61K NSCLC CDX Calu-6

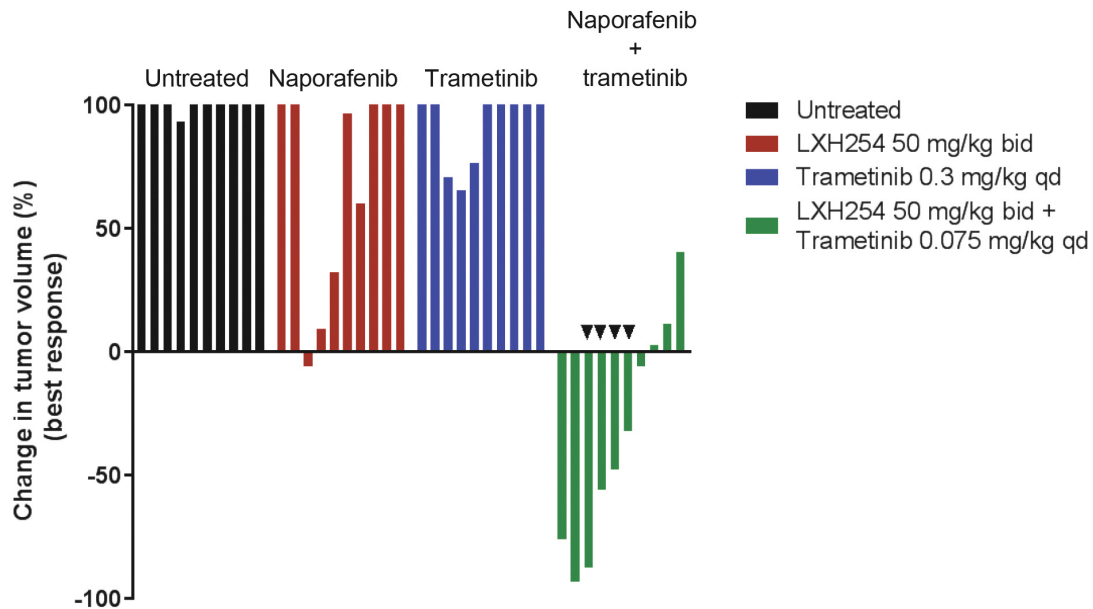


Naporafenib + trametinib in KRAS Q61K NSCLC CDX Calu-6



In vivo activity of naporafenib (LXH254) monotherapy (left) and naporafenib plus trametinib (right) in the KRAS Q61K-mutated NSCLC CDX model Calu-6. Naporafenib was orally administered daily in both studies and trametinib was orally administered either daily or every other day. T/C percentages indicate the average size of the treatment group relative to vehicle on last treatment day. Smaller T/C values indicate better activity. Regression is measured by the change in average tumor size in the treatment group relative to the change in average tumor size in the vehicle group.

The naporafenib and trametinib combination achieved tumor regression in 60% of patient-derived NRAS Q61X-mutated melanoma models (n=10 total). Demonstrating *in vivo* synergy, regressions were only observed in the combination and not in either monotherapy treatment group.



The activity of LXH254 monotherapy, trametinib monotherapy, and the naporafenib and trametinib combination were characterized across 10 NRASm melanoma models. Each bar represents a patient-derived xenograft (PDX) model. The best response change in tumor volume was selected as the minimum observed change in tumor volume observed after treatment day 10. Each treatment group consisted of 3-5 mice. Tumor volume change measured the average tumor size at end of treatment relative to average tumor size at initiation of treatment. Arrowheads indicate models that were treated with a reduced dose of trametinib at 0.0375 mg/kg QD. Tumor regression classification required a best response tumor volume change of $\leq -30\%$.

Clinical development of naporafenib

Over 500 patients to date have been dosed with naporafenib either as monotherapy or in combination with other anti-cancer agents (investigational or approved). These agents include trametinib, LTT462, dabrafenib, ribociclib, EGF816, and spartalizumab. The safety, tolerability, PK, and pharmacodynamics have been established in both monotherapy and in certain combinations. Specifically, the doublet combinations of naporafenib with trametinib, LTT462, and ribociclib have been evaluated in Phase 2 expansions, and PoC has been achieved in NRASm melanoma, and promising anti-tumor activity has been observed in RAS Q61X-mutated melanoma and NSCLC. Our initial development strategy will focus on these patient populations (e.g., NRASm melanoma) as well as expanded versions of these patient populations (e.g., RAS Q61X-mutated solid tumors), which represent high unmet medical needs without approved target therapy options. We will also continue to evaluate PoC with other combinations in biomarker-defined populations. Our ultimate goal is to maximize the clinical benefit of naporafenib in the greatest number of patients with cancer.

Eight clinical studies investigating naporafenib either as monotherapy or combination therapy have been conducted:

- Study CLXH254X2101 is a first-in-human study of naporafenib as single agent and in combination with spartalizumab.
- Study CLXH254X2102 is a Phase 1b study of naporafenib in combination with LTT462, or with trametinib, or with ribociclib.
- Study CEGF816X2102 is a Phase 1b study of EGF816 in combination with selected targeted agents, including naporafenib.
- Study CLXH254C12201 is a Phase 2 study of naporafenib in combination with LTT462, or with trametinib, or with ribociclib.
- Study CADPT01C12101 is a Phase 1b study of select drug combinations, including LTT462 and the selective BRAF kinase inhibitor dabrafenib in combination with naporafenib.
- Study CPDR001X2X01B is an open-label, multi-center rollover protocol for continued characterization of safety and tolerability for patients who have participated in a Novartis-sponsored spartalizumab study as single agent or in combination with other study treatments.
- Study CLXH254A02101 is a Phase 1, randomized, open-label, three period, crossover study to evaluate the relative bioavailability of three naporafenib formulations in healthy volunteers.
- Study CLXH254C12106 is a Phase 1, randomized, open-label, three period, crossover study to investigate the effect of food and the effect of the proton-pump inhibitor, rabeprazole on the pharmacokinetics of a single oral dose of naporafenib in healthy volunteers.

Clinical safety and tolerability

Monotherapy. A total of 87 patients had been treated with naporafenib monotherapy in the dose escalation portion of the first-in-human trial CLXH244X2101. The monotherapy recommended dose for expansion was determined to be 600 mg twice a day (BID). However, monotherapy dose expansion was not opened in order to focus on combination development.

Naporafenib plus trametinib. A total of 115 patients had been treated with naporafenib plus trametinib in the dose finding study CLXH254X2102. Two recommended doses for expansion (RDEs) were identified: naporafenib 200 mg BID plus trametinib 1 mg QD and naporafenib 400 mg BID plus trametinib 0.5 mg QD. The final dose selection for planned registration trials is pending discussion with health authorities.

The adverse event profile of this combination appeared to be manageable and well tolerated. With exception of skin toxicity, all other treatment related adverse events (TRAEs) at all grades occurred in 30% or less of patients, and high grade events were uncommon. The most frequent TRAEs (each TRAE occurring in > 10% of the patients), regardless of dose and grade, were rash (n=57; 49.6%), dermatitis acneiform (n=31; 27.0%), blood creatine phosphokinase increased (n=27; 23.5%), diarrhea (n=25; 21.7%), nausea and pruritus (each n=20; 17.4%), stomatitis and dry skin (each n=19; 16.5%), aspartate aminotransferase increased (n=17; 14.8%), anemia, vomiting and rash maculo-papular (each n=15; 13.0%), skin fissures (n=14; 12.2%), lipase increased (n=13; 11.3%), and edema peripheral (n=12; 10.4%). While rash was a common TRAE, we believe prophylaxis should significantly reduce the rate and improve the long-term tolerability. This approach will be implemented in future trials.

Naporafenib plus LTT462. A total of 101 patients were treated with naporafenib plus LTT462 in the dose finding study CLXH254X2102. The recommended dose for expansion was identified as naporafenib 400 mg BID plus LTT462 200 mg QD.

The adverse event profile of this combination was similar to that of naporafenib plus trametinib and appeared to be manageable and well tolerated. The most frequent TRAEs (each TRAE occurring in > 10% of the patients), regardless of dose and grade, were dermatitis acneiform and diarrhea (each n=30; 29.7%), pruritus (n=29; 28.7%), nausea (n=28; 27.7%), rash (n=26; 25.7%), vomiting and decreased appetite (each n=18; 17.8%), fatigue, asthenia and anemia (each n=15; 14.9%), lipase increased (n=13; 12.9%), amylase increased (n=12; 11.9%) and dry skin (n=11; 10.9%). These two combinations have a similar approach of vertical dual blockade of the RAS/MAPK pathway.

Naporafenib plus ribociclib. A total of 25 patients were treated with naporafenib plus ribociclib in the dose finding study CLXH254X2102. The recommended dose for expansion was identified as naporafenib 400 mg BID plus ribociclib 400 mg QD (21 days on and 7 days off).

The adverse event profile of this combination appeared manageable and well tolerated. The most frequent TRAEs (each TRAE occurring in > 10% of the patients), regardless of dose and grade, were rash (n=13; 52.0%), aspartate aminotransferase increased and alanine aminotransferase increased (each n=11; 44.0%), nausea and pruritus (each n=7; 28.0%), fatigue (n=5; 20.0%), dermatitis acneiform, constipation, blood bilirubin increased, pain in extremity, neutropenia and white blood cell count decreased (each n=4; 16.0%) and diarrhea, anemia, neuralgia, gamma-glutamyl transferase increased and muscle spasms (each n=3; 12.0%). This horizontal dual blockade was associated with significantly lower rate of skin toxicity, as well as lower grade 3 TRAEs, than the vertical dual blockade, with fatigue being the most common TRAE.

The adverse event profiles of these three combinations suggest that naporafenib may be combined with a variety of agents targeting nodes internal and external to the RAS/MAPK pathway, expanding its potential synergy with the rest of our pipeline.

Other combination data from ongoing Novartis trials. These trials were initiated by Novartis prior to the effective date of our license agreement with Novartis, and we will coordinate with Novartis in connection with the public release of data from these trials.

Clinical Pharmacology

Monotherapy naporafenib showed a relatively rapid absorption with a median time to reach peak plasma concentration (T_{max}) ranging from approximately 2 to 4 hours. Similar median T_{max} ranges were observed when naporafenib was administered in combination with trametinib, LTT462, and ribociclib. The effective half-life is approximately 20-25 hours. The clinical exposure was approximately dose proportional across the dose range tested between 100 mg and 1200 mg QD as well as 200 mg and 600 mg BID. No significant drug-drug interactions have been observed between naporafenib and trametinib, LTT462, or ribociclib in the dose ranges tested. Other clinical pharmacology studies are ongoing.

Clinical Efficacy

Monotherapy. In the first-in-human dose escalation study CLXH254X2101, two patients achieved confirmed partial responses: a patient with KRAS G12V-mutated ovarian cancer was treated with naporafenib 300 mg QD, and a patient with HRAS G13R-mutated head and neck cancer was treated with naporafenib 400 mg QD.

Naporafenib plus trametinib. A total of 39 patients with NRAS^m melanoma post-IO therapy were dosed with naporafenib 200 mg BID and trametinib 1 mg QD (one of the two RDEs) in LXH254X2102 (Phase 1b) and LXH254C12201 (Phase 2), and a pooled analysis of Phase 1b and Phase 2 data showed a 33% confirmed overall response rate (ORR). A total of 32 patients with NRAS^m melanoma post-IO therapy were dosed with naporafenib 400 mg BID and trametinib 0.5 mg QD (the other RDE), and a pooled analysis showed a 22% confirmed ORR. The duration of response (DOR) of the two RDEs was approximately 3.75 months in LXH254X2102 (Phase 1b), and the progression-free survival (PFS) was approximately 5.03 months. The median PFS was substantially longer than what has been reported historically for chemotherapy (dacarbazine, 1.5 months) or MEK inhibitor alone (binimetinib, 2.8 months). The melanoma patients in LXH254X2102 (Phase 1b) included patients who had received between 2 to 7 lines of prior therapies. LXH254C12201 (Phase 2) enrolled 2nd or 3rd line patients who are post-IO therapy. However, estimates of DOR and PFS from LXH254C12201 (Phase 2) have not been released by Novartis.

Study/Indication	Data Cutoff	LXH254 (200 mg BID) + trametinib (1.0 mg QD)			LXH254 (400 mg BID) + trametinib (0.5 mg QD)			Source
		ORR	DCR	DOR	ORR	DCR	DOR	
LXH254X2102 NRASm melanoma	9 Dec 2021	7/15 (46.7%)	12/15 (80.0%)	3.75 mo	2/15 (13.3%)	10/15 (66.7%)	3.75 mo	AACR 2022
LXH254C12201 NRASm melanoma	4 July 2022	6/24 (25%)	17/24 (70.8%)	NA	5/17 (29%)	12/17 (70.6%)	NA	ESMO 2022

Total of 13/39 responses
33.3% ORR

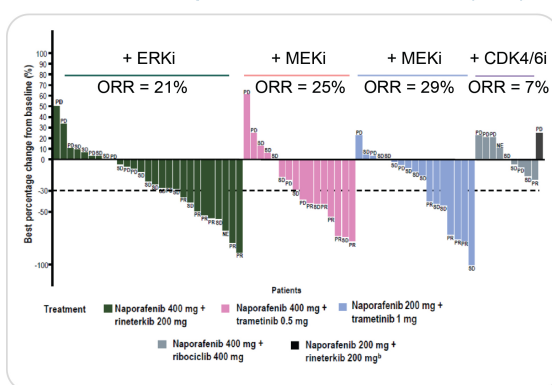
Total of 7/32 responses
21.9% ORR

In summary, naporafenib plus trametinib demonstrated anti-tumor activity in NRASm melanoma across Phase 1b (LXH254X2102) and Phase 2 (LXH254C12201) trials, and across two different dose levels of naporafenib and trametinib.

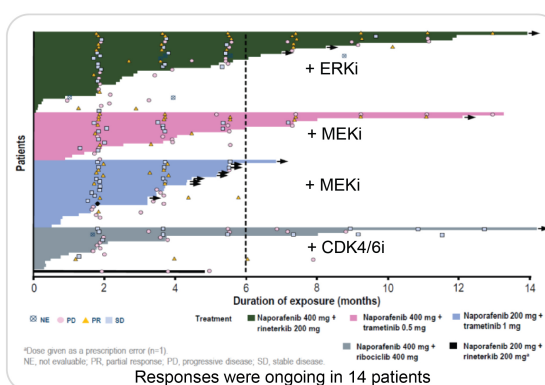
Naporafenib plus LTT462. A total of 29 patients with NRASm melanoma were dosed with naporafenib 400 mg QD and LTT462 200 mg QD in LXH254C12201 (Phase 2), and a 21% confirmed ORR was observed. Estimates of DOR and PFS are not yet available.

Naporafenib plus ribociclib. A total of 7 patients with NRASm melanoma were dosed with naporafenib 400 mg BID and ribociclib 400 mg QD (3/1) in LXH254C12201 (Phase 2), and a 7% confirmed ORR was observed. Estimates of DOR and PFS are not yet available.

Best Overall Responses in NRASm Melanoma (n=70)



Treatment Duration in NRASm Tumors



In the Phase 2 trial LXH254C12201, naporafenib combinations with three different agents showed consistent anti-tumor activities in NRASm melanoma patients across two nodes (MEK, ERK) and two doses (200mg, 400mg). In the naporafenib 200 mg plus trametinib 1 mg cohort, 9 out of 24 patients are still on treatment as of the July 4, 2022 data cutoff.

These preliminary efficacy data suggest that vertical dual blockade of the RAS/MAPK pathway appears to be more effective in NRASm melanoma than horizontal blockade of the RAS/MAPK and cell cycle pathways. In particular, available data suggest that the naporafenib 200 mg BID plus trametinib 1 mg QD RDE appears to be the most active regimen evaluated to date and warrants further investigation.

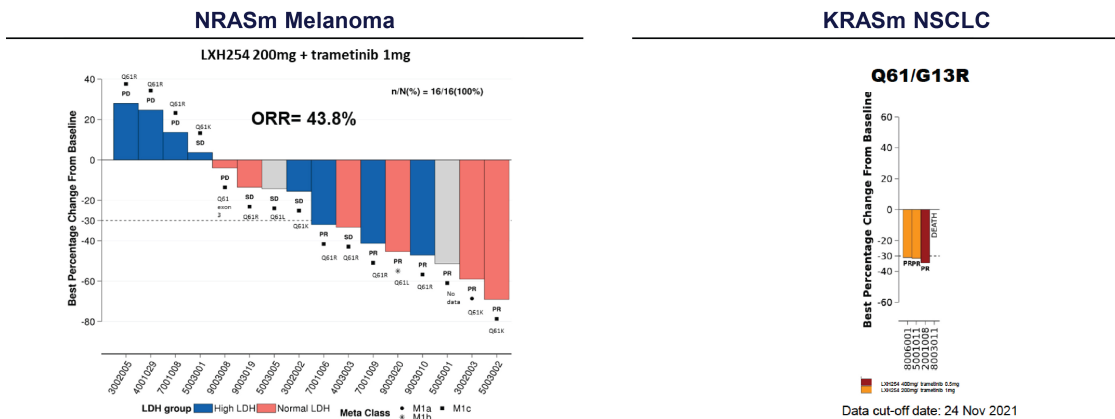
Other combination data from ongoing Novartis trials. These trials were initiated by Novartis prior to the effective date of our license agreement with Novartis, and we will coordinate with Novartis in connection with the public release of data from these trials.

Development strategy for naporafenib

Naporafenib's clinical development plan is centered on the PoC in NRASm melanoma and the hypothesis-generating signal in RAS Q61X melanoma and NSCLC that warrant further exploration in a RAS Q61X tissue agnostic solid tumors trial.

NRAS-mutated melanoma. NRASm melanoma accounts for approximately 69,000 newly diagnosed patients worldwide. The frontline standard of care for patients with NRASm melanoma is PD-L-based immuno-oncology (IO) therapy. The highest unmet need in this population is in the post-IO setting, where the global standard of care is chemotherapy. The best reference data for chemotherapy in patients with NRASm melanoma are from the NEMO trial. The patient composition is 82% treatment-naïve, 16% 2nd line, 2% 3rd line or more. The major strength of these reference data is this is the largest and most recent phase 3 dataset in which all patients had NRASm melanoma and are relatively homogeneous, with the vast majority being treatment-naïve. The major weakness is that only 21% of patients had received prior IO therapy. In the NEMO trial, the ORR for chemotherapy was 7%, the median PFS was only 1.5 months, and median overall survival (OS) was 10.1 months. Furthermore, the NEMO trial showed that the MEK inhibitor binimetinib had an ORR of 15%, a median PFS of 2.8 months, and a median OS of 11.0 months. A cross-trial comparison suggests that the combination of pan-RAF inhibitor plus MEK inhibitor may be superior to MEK inhibition alone or standard of care chemotherapy. We plan to test this hypothesis in a randomized controlled trial in the post-IO setting for potential registration.

RAS Q61X solid tumors. Patients with NRASm tumors represent approximately 395,000 newly diagnosed patients worldwide. Work in nonclinical models suggest that RAS Q61X and RAS G13R mutations are particularly sensitive to pan-RAF inhibition due to a dependency on CRAF for downstream RAS/MAPK pathway signaling. Early confirmation of this hypothesis has been seen in NRASm melanoma, where ~90% of patients have NRAS Q61X mutations. In LXH254X2102 (Phase 1b trial), a confirmed ORR of 44% was observed in 16 patients with NRAS melanoma, with 15 of these patients with documented Q61X mutations. (See left figure below.) To test this hypothesis in other tumor types, naporafenib plus trametinib was evaluated in 49 patients with KRAS-mutated NSCLC, including 4 patients with tumors harboring KRAS Q61X or G13R mutations. Objective responses were observed in 3 out of the 4 patients. (See right figure below.) Remarkably, 2 out of the 3 patients had KRAS Q61-mutated tumors and confirmed partial responses (PRs), and the 3rd responder had a KRAS G13R-mutated tumor with an unconfirmed PR. In contrast, only 1 out of 45 patients without KRAS Q61X or G13R mutation responded. Based on these early signals, another development path for naporafenib plus trametinib is to pursue a tissue agnostic indication in solid tumors with RAS Q61X mutations.



Clinical development plan for naporafenib

Naporafenib is our most advanced clinical-stage program. We believe it has the potential to change the standard of care in a number of indications with high unmet need, such as NRASm melanoma, as well as to create new indications, such as tissue-agnostic RAS Q61X solid tumors.

SEACRAFT-1. The SEACRAFT-1 trial will be a Phase 1b trial to establish the PoC for the tissue-agnostic hypothesis in RAS Q61X solid tumors. In addition to NRAS Q61X melanoma and KRAS Q61X NSCLC, the trial will enroll patients with other solid tumors that harbor any RAS Q61X mutation, after they have exhausted available standard of care. After the PoC has been established by demonstrating anti-tumor activity across a broad range of tumor types, we plan to discuss with regulatory authorities a potential fast-to-market strategy in an indication where no approved standard of care exists, to address high unmet medical need. We expect to dose the first patient in the SEACRAFT-1 trial in the second half of 2023. We anticipate a Phase 1b combination data readout from SEACRAFT-1 between the second and fourth quarters of 2024.

SEACRAFT-2. The SEACRAFT-2 trial will formally test the hypothesis supported by the compelling PoC data in NRASm melanoma. We plan to enroll NRASm melanoma patients who have progressed after a PD-1-based IO therapy into a potentially registration-enabling randomized Phase 3 trial in which patients will receive either naporafenib plus trametinib or standard of care chemotherapy. We will design the trial to demonstrate superiority in PFS and/or OS based on benchmarks from the NEMO study, mPFS 1.5 months and mOS 10.1 months. In addition, we will introduce proactive safety management, including rash prophylaxis, and other design elements that will improve the safety and tolerability of this regimen for patients participating in our trials. The details of the trial design will be reviewed with regulatory authorities, including the choice of chemotherapy, given differences in chemotherapy preference among countries. In addition, we plan to align with regulatory authorities on naporafenib 200 mg BID plus trametinib 1 mg QD as the recommended Phase 2 dose for our planned potentially registrational trials. We expect to dose the first patient in the SEACRAFT-2 trial in the first half of 2024.

SEACRAFT-3 and other development opportunities. A strong motivation to add naporafenib to our precision oncology pipeline is the potential synergy of naporafenib with our existing agents that target the RAS/MAPK pathway, including but not limited to ERAS-007 and ERAS-601. These combinations will allow us to evaluate a number of biomarker-defined patient populations for whom there are no approved targeted therapies. These include BRAF Class II and Class III, NF1 loss-of-function mutations, RAS G13R, and other RAS/MAPK pathway mutations. These development opportunities may expand the potential impact of naporafenib to a patient population approaching 1.2 million worldwide. We plan to explore these combinations and patient populations in the SEACRAFT-3 Phase 1b trial. We are conducting preclinical studies to assess the optimal indications to inform the SEACRAFT-3 clinical design and will then commence the SEACRAFT-3 trial once the design has been finalized.

ERAS-007: our ERK inhibitor

ERAS-007 is designed to be a potent and selective oral inhibitor of ERK1/2. We in-licensed ERAS-007 from Asana based in part on preclinical studies that demonstrated the highest potency and longest target residence time of ERK inhibitors of which we are aware. In a Phase 1 clinical trial completed by Asana, ERAS-007 demonstrated single-agent activity including objective responses in tumors harboring RAS/MAPK pathway alterations and was well tolerated. We are pursuing a broad clinical development plan across multiple tumor types for ERAS-007, which we refer to as our HERKULES series of clinical trials, that will include both monotherapy and combinations with approved and investigational agents, such as RTK, SHP2, RAS, and/or RAF inhibitors. The first three HERKULES Phase 1b/2 clinical trials are exploring both tissue agnostic and tissue specific indications in patients with solid tumors. We dosed the first patient in HERKULES-1 in May 2021 and the first patients in HERKULES-2 and HERKULES-3 in September 2021. We believe that as many as 4.5 million patients worldwide per year could benefit from ERAS-007 combinations that include MAPKlamp, including nearly 4.0 million patients with blue ocean indications where there are currently limited or no approved therapies.

Preclinical profile of ERAS-007

ERAS-007 is a potent, reversible, and ATP-competitive inhibitor of ERK1 and ERK2 with a biochemical IC₅₀ (a measure of 50% inhibition) against both ERK1 and ERK2 of 2 nM and cell-based mechanistic IC₅₀ against pRSK of 7 nM. In the BRAF V600E CRC cell line RKO, ERAS-007 showed superior potency to a comparator ERKi, ulixertinib, and comparable potency to binimetinib, a MEK inhibitor. In addition, ERAS-007 exhibited long biochemical residence time while bound to ERK, which has been measured as 550 minutes against ERK2. This longer target residence time compared to other clinical-stage ERK inhibitors may allow for longer intervals between doses in patients.

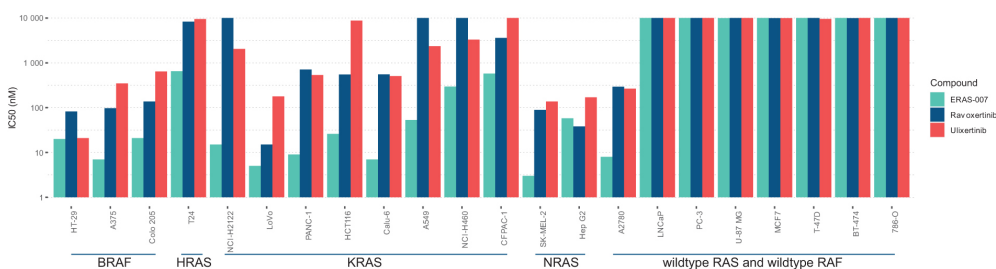
Assay Type	Assay	ERAS-007 IC ₅₀ (nM)
Biochemical	ERK1	2
	ERK2	2
Cell-based mechanistic (HT-29)	pRSK	7

ERAS-007 IC₅₀s against ERK1 and ERK2 were characterized in a biochemical kinase activity. Cell-based IC₅₀ was characterized by the ability of ERAS-007 to inhibit ERK from phosphorylating one of its downstream targets, RSK1. pRSK represents RSK1 phosphorylation.

Compound	ERK2 residence time (τ) (min)	pRSK IC ₅₀ in RKO (nM)
ERAS-007	550	7.0
ulixertinib	16	116.8
trametinib	<0.03	1.3
binimetinib	<0.03	8.3

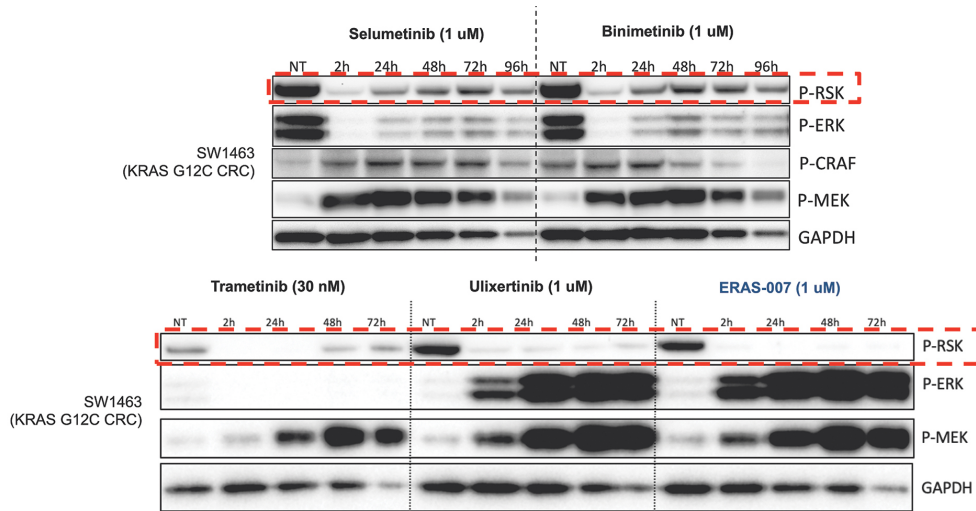
ERK2 residence time for ERKi(s), ERAS-007 and ulixertinib, and MEKi(s), trametinib and binimetinib, were determined by BLI and SPR, respectively. pRSK IC₅₀ was determined by incubating RKO cells with inhibitors for 1 hour and determining pRSK IC₅₀ by AlphaLISA assay.

This biochemical potency has translated into strong anti-proliferative activity in cell lines with mutations in the RAS/MAPK pathway compared to other clinical-stage ERK inhibitor compounds. In 14 out of 14 cell lines that harbored activating RAS/MAPK pathway alterations, ERAS-007 exhibited potent activity with a less than 1 μM IC₅₀. In two KRAS G12C cell lines, ERAS-007 showed greater potency compared to ulixertinib, an ERK inhibitor, comparable potency to binimetinib, a MEK inhibitor, and sotorasib, a KRAS G12C inhibitor. Cellular signaling studies demonstrated that ERAS-007 inhibited phosphorylation of downstream targets of ERK such as ribosomal S6 kinases (RSK), Fos-related antigen (FRA), and ETS domain-containing protein (ELK) in the BRAF V600E CRC HT-29 cell line. Demonstrating its selectivity, in seven out of eight cell lines that did not harbor any activating RAS/MAPK pathway alterations, ERAS-007 showed weak inhibition with a greater than 10 μM IC₅₀. Together, these results suggest that ERAS-007 is a potent and selective ERK inhibitor with the ability to inhibit cell growth in multiple models of RAS/MAPK pathway-driven cancers relative to other agents used in these settings.



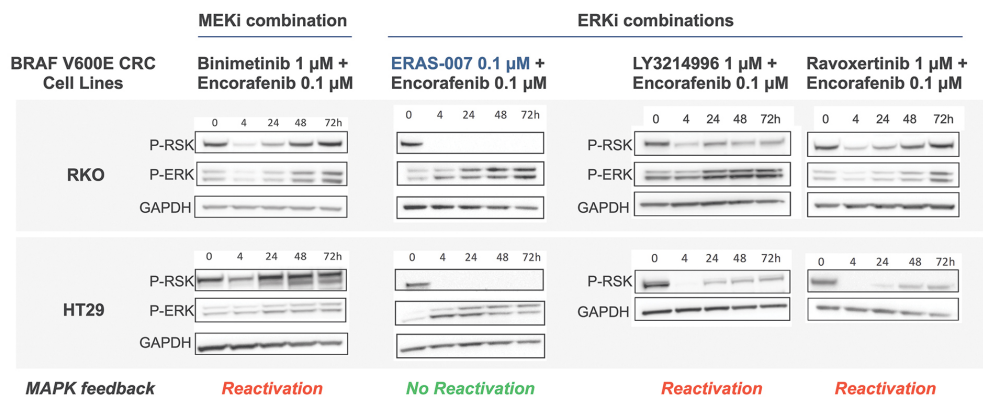
ERAS-007, ulixertinib and ravoxertinib were profiled in 3 BRAF mutant, 1 HRAS mutant, 8 KRAS mutant, 2 NRAS mutant, and 8 wildtype RAS and wildtype RAF cell lines. Nanomolar IC₅₀ values are represented on the y-axis. Lower IC₅₀s denote stronger activity.

Inhibition of signaling by kinases is typically achieved by either: (1) ATP-competitive inhibition whereby an inhibitor blocks ATP binding or (2) allosteric inhibition whereby an inhibitor does not block ATP binding but rather binds to a different region to prevent the kinase from signaling downstream. Currently approved MEK inhibitors, trametinib, binimetinib, selumetinib, and cobimetinib, are allosteric MEK inhibitors. A potential limitation of these allosteric MEK inhibitors is that they preferentially bind MEK in the inactive state and have weaker inhibitory activity against activated MEK proteins. Another limitation is that some MEK inhibitors preferentially disrupt activation via one RAF family member (e.g., BRAF) but not another (e.g., CRAF). Due to negative feedback regulation in the RAS/MAPK pathway, inhibition of downstream signaling nodes can result in RAS/MAPK pathway feedback reactivation that is mediated through multiple members of the RAF family. This increased upstream signaling pressure can serve as a resistance mechanism to MEK inhibitors and has been observed in the clinic. As an ATP-competitive ERK inhibitor, ERAS-007 has been shown to more robustly block RAS/MAPK pathway reactivation than allosteric MEK inhibitors. As shown in the figure below, ERAS-007 continuously inhibited downstream ERK activity in a KRAS G12C-mutated CRC cell line; whereas the RAS/MAPK pathway was reactivated beginning as early as 24 hours after treatment with each of the three MEK inhibitors, which is illustrated with the emergence of the dark P-RSK bands (darker intensity equates to higher signaling or reactivation) in the following Western blots.



Western blot characterization of three MEK inhibitors (selumetinib, binimetinib, and trametinib) and two ERK inhibitors (ulixertinib and ERAS-007) in the KRAS G12C-mutated CRC cell line SW1463. The phosphorylation states of RSK (P-RSK), ERK (P-ERK), CRAF (P-CRAF) and MEK (P-MEK) are shown. Band intensity indicates level of phosphorylation. Total GAPDH (GAPDH), a housekeeping gene, is used as a protein loading control. Times, in hours, represent the duration of compound incubation. NT means “no treatment,” and this sample serves as a negative control. The level of P-RSK, highlighted in dotted red rectangles, indicates ERK signaling activity. The absence of a P-RSK band indicates inhibition of ERK signaling activity and thereby inhibition of RAS/MAPK pathway signaling.

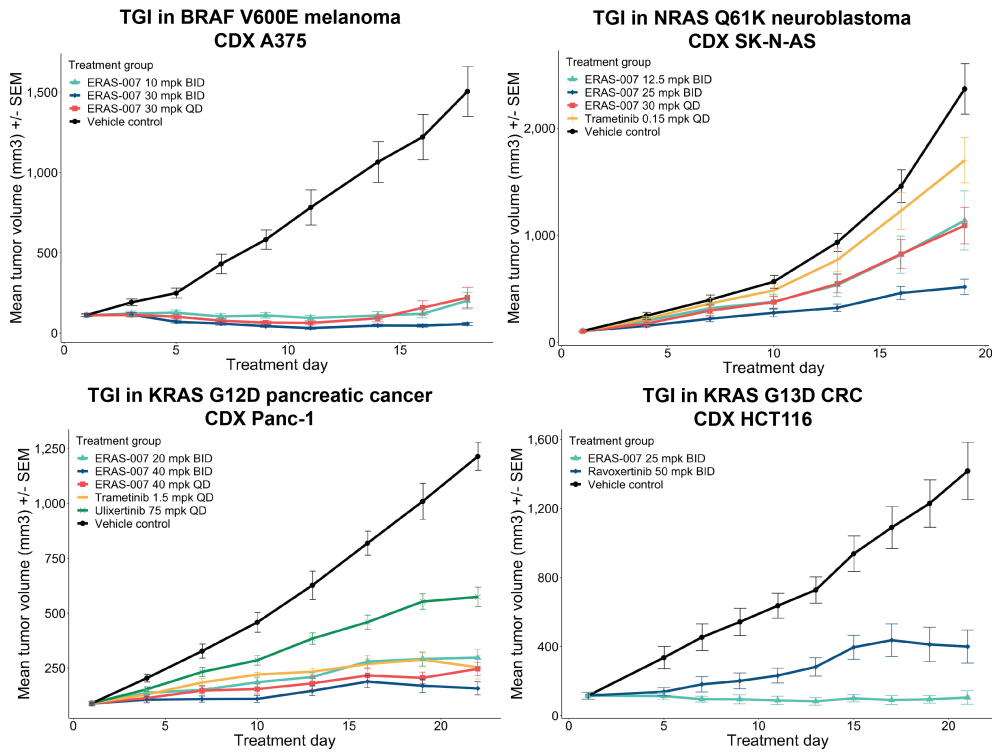
When combined with encorafenib in BRAF V600E-mutated cell lines, ERAS-007 blocked the RAS/MAPK pathway feedback reactivation that was observed with MEK or other ERK inhibitors at one-tenth the concentration. These results provide further support that inhibition of ERK by ERAS-007 may lead to more complete and durable blockade of the RAS/MAPK pathway relative to other inhibitors of ERK or MEK, either alone or in combination.



Treatment of two BRAF V600E-mutated CRC cell lines, RKO and HT-29, with encorafenib in combination with the MEK inhibitor binimetinib, the ERK inhibitor ERAS-007, the ERK inhibitor LY3214996, and the ERK inhibitor ravoxertinib. The Western blot gels depict phosphorylation of RSK (P-RSK) and ERK (P-ERK). Higher levels of phosphorylation are depicted by higher (i.e., darker) band intensity. Total GAPDH protein (GAPDH) serves as a loading control. ERK signaling activity is represented by the phosphorylation state of RSK (P-RSK), which is a downstream target of ERK. The column values indicate the duration of compound incubation of up to 72 hours.

Preclinical anti-tumor activity of ERAS-007

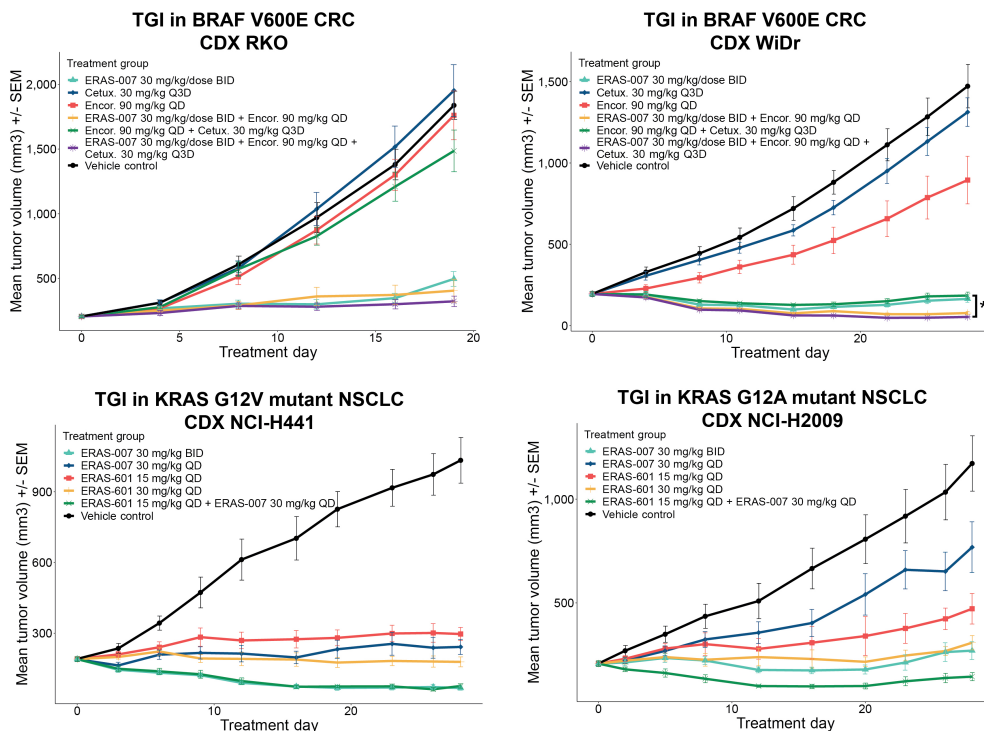
We further showed the breadth of ERAS-007 in vivo activity in CRC, pancreatic cancer, melanoma, and neuroblastoma models harboring alterations in the BRAF, NRAS, or KRAS nodes of the RAS/MAPK pathway. In the BRAF V600E-mutated melanoma CDX A375 model, ERAS-007 showed dose-dependent tumor inhibition with a maximal 104% tumor growth inhibition (TGI) at 30 mg/kg BID (p-value < 0.001 across all ERAS-007 doses relative to vehicle control). In the NRAS Q61K-mutated neuroblastoma CDX SK-N-AS model, ERAS-007 showed dose-dependent tumor inhibition with a maximal 82% TGI at 25 mg/kg BID (p-value < 0.001 across all ERAS-007 doses relative to vehicle control). In the KRAS G12D pancreatic CDX Panc-1 model, ERAS-007 showed dose-dependent TGI with a maximal 94% TGI at 40 mg/kg BID (p-value < 0.001 across all ERAS-007 doses relative to vehicle control). In the KRAS G13D CRC CDX HCT116 model, ERAS-007 showed 101% TGI at 25 mg/kg BID (p-value < 0.001 relative to vehicle control). ERAS-007 showed superior TGI to ulixertinib at 75 mg/kg QD in Panc-1 at doses ranging from 20 mg/kg BID to 40 mg/kg BID. TGI values >100% indicated tumor regression.



ERAS-007 showed significant TGI in pancreatic cancer, CRC, melanoma, and neuroblastoma CDX models at doses ranging from as low as 10 mg/kg BID (p-value < 0.001). At doses ranging from 20 mg/kg BID to 40 mg/kg BID, ERAS-007 showed superior TGI to a clinical-stage ERK inhibitor, ulixertinib, at 75 mg/kg QD, in pancreatic cancer Panc-1 and MIA PaCa-2 CDX models. ERAS-007 at 25 mg/kg BID also showed superior TGI to raxoxertinib at 50 mg/kg BID in the CRC HCT-116 CDX model. Relative to trametinib at 1.5 mg/kg QD, ERAS-007 showed superior TGI in the MIA PaCa-2 CDX model at doses ranging from 20 mg/kg BID to 40 mg/kg BID and in the pancreatic cancer CDX Panc-1 at 40 mg/kg BID. In the neuroblastoma S-K-NAS model, ERAS-007 showed superior TGI at doses as low as 12.5 mg/kg BID to trametinib at 0.15 mg/kg QD. Error bars represent standard error of the mean (SEM).

ERAS-007 showed statistically significant TGI in BRAF V600E CRC and mutant KRAS NSCLC CDX models as a monotherapy and in combination with standard of care targeted therapies and with ERAS-601 (our first MAPK1amp). In the BRAF V600E CRC CDX model RKO, ERAS-007 exhibited 82% TGI as a monotherapy (p-value < 0.001), 88% TGI in combination with encorafenib (p-value < 0.001) and 93% TGI in combination with encorafenib and cetuximab (p-value < 0.001). In the BRAF V600E CRC CDX model WiDr, ERAS-007 exhibited 102% TGI as a monotherapy (p-value < 0.001), 109% TGI in combination with encorafenib (p-value < 0.001), and 111% TGI in combination with encorafenib and cetuximab (p-value < 0.001). Indicated with an asterisk in the graphic, both ERAS-007 combinations achieved statistically significant TGI relative to either the encorafenib and cetuximab combination or ERAS-007 monotherapy (p-values < 0.01).

In the KRAS G12V NSCLC CDX model NCI-H441, the MAPKlamp combination of ERAS-007 at 30 mg/kg QD and ERAS-601 at 15 mg/kg QD achieved a statistically significant TGI of 113% (p-value < 0.001), demonstrating statistically significant benefit relative to the respective monotherapy doses of both ERAS-007 at 30 mg/kg QD and ERAS-601 at 15 mg/kg QD (p-value < 0.01). ERAS-007 as a monotherapy at 30 mg/kg BID and 30 mg/kg QD doses achieved statistically significant TGI of 115% (p-value < 0.001) and 94% (p-value < 0.001), respectively. ERAS-601 as a monotherapy at 30 mg/kg QD and 15 mg/kg QD doses achieved statistically significant TGI of 101% (p-value < 0.001) and 87% (p-value < 0.001), respectively. In the KRAS G12A NSCLC CDX model NCI-H2009, the MAPKlamp combination of ERAS-007 at 30 mg/kg QD and ERAS-601 at 15 mg/kg QD achieved statistically significant TGI of 107% (p-value < 0.001). MAPKlamp achieved a statistically significant combination benefit relative to the respective monotherapy doses of both ERAS-007 at 30 mg/kg QD and ERAS-601 at 15 mg/kg QD (p-value < 0.01). The MAPKlamp combination also showed statistically significant superior TGI relative to ERAS-007 monotherapy at 30 mg/kg BID (p-value < 0.05) and ERAS-601 monotherapy at 30 mg/kg QD (p-value < 0.01). These doses represent the maximum monotherapy nonclinical efficacious doses for ERAS-007 and ERAS-601. ERAS-007 as a monotherapy at 30 mg/kg BID achieved statistically significant TGI of 93%. ERAS-601 as a monotherapy at 30 mg/kg QD and 15 mg/kg QD doses achieved statistically significant TGI of 90% (p-value < 0.001) and 73% (p-value < 0.001), respectively. TGI values >100% indicated tumor regression.



ERAS-007 was profiled in two BRAF V600E CRC CDX models, RKO, which was insensitive to encorafenib and cetuximab treatment, and WiDr, which was sensitive to encorafenib and cetuximab treatment. In both models, ERAS-007 combinations showed superior TGI to encorafenib (Encor.) and cetuximab (Cetux.) monotherapies and to the encorafenib and cetuximab combination (p-value < 0.01). The asterisk in the WiDr graphic indicates that the TGI of the ERAS-007 combinations relative to either the encorafenib and cetuximab combination or ERAS-007 monotherapy was statistically significant (p-value < 0.01). In two mutant KRAS NSCLC CDX models, NCI-H441 and NCI-H2009, the MAPKlamp combination of ERAS-007 and ERAS-601 achieved statistically significant TGI relative to vehicle (p-values < 0.01) and showed statistically significant combination benefit relative to the respective monotherapy doses used in the MAPKlamp combination (p-values < 0.01). At their efficacious monotherapy doses, ERAS-007 and ERAS-601 also achieved significant TGI in both models as monotherapies (p-values < 0.01).

Phase 1 trial of single agent ERAS-007 in patients with advanced solid tumors

Asana completed a Phase 1 first-in-human clinical trial (ASN007-101) that evaluated the safety, tolerability, PK, pharmacodynamics (PD), and preliminary anti-tumor activity of ERAS-007 in patients with advanced cancers. Forty-nine patients were enrolled and administered ERAS-007 QD (17 patients) or QW (32 patients). Following dose escalation using both schedules, the recommended dose (RD) of 250 mg QW was selected. The maximum tolerated dose (MTD) on a daily schedule was 40 mg QD.

Phase 1 safety and tolerability

ERAS-007 showed a reversible and manageable adverse event profile, consistent with other RAS/MAPK-pathway inhibitors (e.g., MEK inhibitors). The ERAS-007 QW dosing schedule was better tolerated than QD dosing based on the treatment-related adverse events (TRAEs) reported. Transient nausea and vomiting observed with QW dosing were manageable. Skin toxicities have been noted as a class effect of inhibitors of RAF, MEK, or ERK. Less skin toxicity was observed with QW dosing of ERAS-007 compared to QD dosing. Ophthalmic toxicities have been observed during treatment with MEK targeted agents and occur with ERK inhibitors, and reversible retinopathy is a well-known MEK/ERK inhibitor class effect.

The ERAS-007 250 mg QW RD was well tolerated with minimal grade 3 and no grade 4 or 5 TRAEs, as shown in the table below. No grade 3 or higher eye toxicity was observed at this dose. We believe these safety results and QW dosing support combination strategies in our ERAS-007 clinical development plan.

System Organ Class / Preferred Term	Treatment-Related Adverse Events				
	250 mg Once Weekly Schedule N=13				
	All (%)	Gr 1 (%)	Gr 2 (%)	Gr 3 (%)	Gr \geq 4 (%)
Gastro-Intestinal					
Diarrhea	10 (77)	6 (46)	4 (31)	-	-
Nausea	8 (62)	5 (38)	3 (23)	-	-
Vomiting	5 (38)	1 (8)	2 (15)	2 (15)	-
Skin					
Rash – acneiform	3 (23)	2 (15)	1 (8)	-	-
Rash – maculopapular	5 (38)	2 (15)	2 (15)	1 (8)	-
Rash	1 (8)	-	1 (8)	-	-
Eye					
Chorioretinopathy	-	-	-	-	-
Blurred vision	6 (46)	3 (23)	3 (23)	-	-

Phase 1 pharmacokinetics

As shown in the table below, the ERAS-007 Phase 1 data suggest that intermittent QW dosing is preferable to QD dosing. The duration of time in which mean concentration was above IC90 (%T>IC90), which correlates with tumor cell killing, was substantially longer for 250 mg QW (~29%) compared to 40 mg QD (~17%). The lower C_{min} for 250 mg QW, compared to 40 mg QD, allows more time for RAS/MAPK pathway recovery, which gives normal cells a treatment break during each dosing interval.

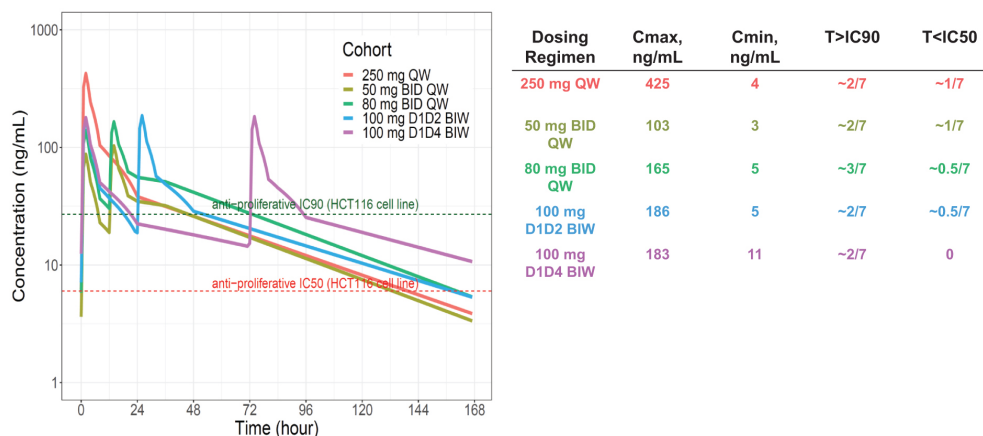
Mean Steady State PK Parameters (%CV)

Cohort	C_{max} , ng/mL	C_{avg} , ng/mL	C_{min} , ng/mL	T>IC90*
40 mg QD (n=8)	61 (54%)	19 (39%)	15 (100%)	~ 17%
250 mg QW (n=9)	495 (42%)	33 (73%)	3.5 (96%)	~ 29%

* IC90 based on HCT 116 anti-proliferation assay

Optimizing dosing and scheduling

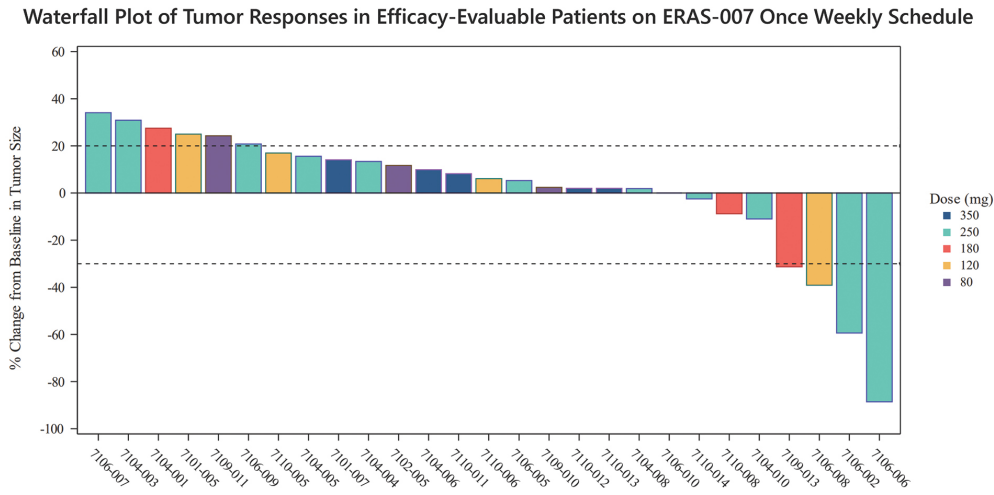
The observed long biochemical residence time of ERAS-007 bound to ERK (greater than 9 hours) and the observed human half-life (approximately 30 hours) offer flexibility in optimizing the dosing schedule. While the QW schedule of ERAS-007 demonstrated clinical activity with an acceptable adverse event profile, our exploratory PK/PD analyses suggest that increasing duration of exposure above IC90 (which increases tumor cell killing) may drive anti-tumor activity, and that maintaining C_{min} near or below IC50 (which allows normal cells to recover) may improve safety and tolerability. Informed by the clinical data observed from the Phase 1 trial, we conducted PK simulations (projections based on the data) to explore alternative dosing regimens to provide additional flexibility for combinations with ERAS-601 (together, our first MAPKlamp) and other agents, as shown in the figure and table below.



The PK simulations suggest that the dosing regimen of twice daily on day 1 of each week (BID-QW) may potentially provide a meaningful extension of the duration of the PK exposure above the IC90 beyond what has been achieved with 250 mg QW to improve cancer cell killing, while still maintaining C_{min} near or below the IC50, to give normal cells a treatment break during each dosing interval. Therefore, in the Phase 1b/2 trial of ERAS-007 in patients with advanced or metastatic cancers (HERKULES-1, described below), in addition to the 250 mg QW expansion cohort, we have evaluated this BID-QW dosing schedule in the dose escalation cohort.

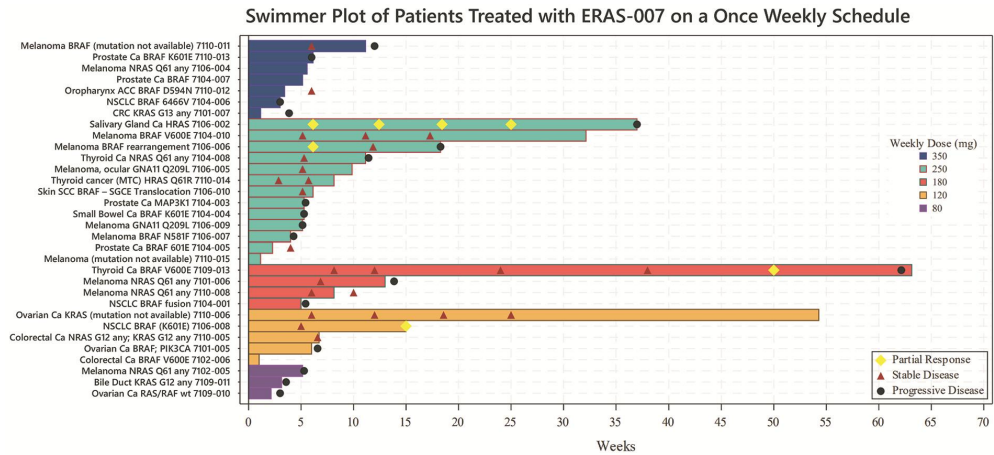
Phase 1 clinical activity

Objective tumor responses and durable disease control of ERAS-007 were observed in diverse tumor types at doses ranging from 120 to 250 mg QW in patients with BRAF-, HRAS-, and NRAS-driven cancers. As of the December 21, 2020 data cutoff, the waterfall plot below illustrates the objective responses seen in all patients who had received at least one dose of ERAS-007 and underwent at least one tumor assessment (the efficacy-evaluable patients). Four responses were observed in patients with BRAF V600E thyroid cancer (180 mg QW), BRAF K601E NSCLC (120 mg QW), HRAS salivary gland cancer (250 mg QW), and BRAF rearranged melanoma (250 mg QW).

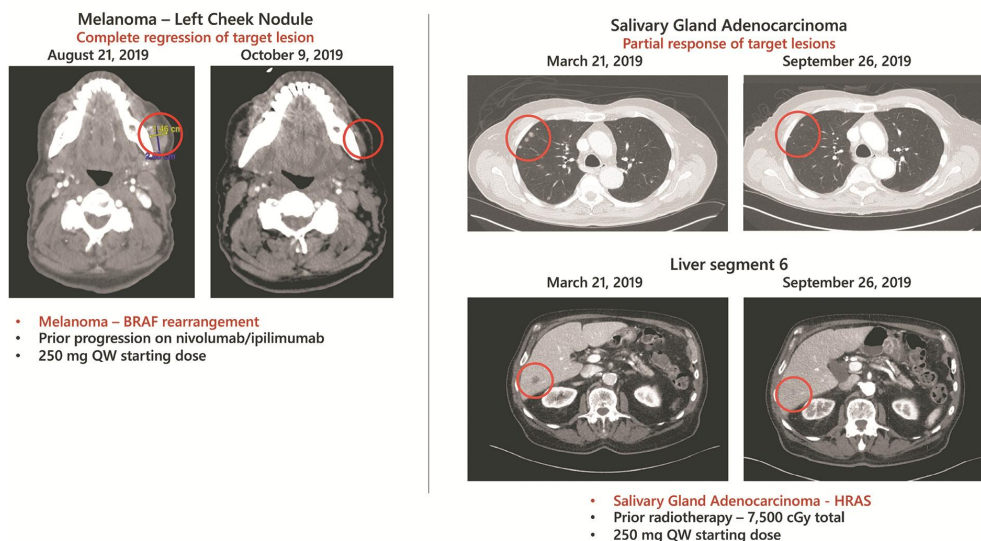


“% Change from Baseline in Tumor Size” is defined as the maximum reduction in the sum of tumor diameters of selected target lesions measured after a patient started on study treatment compared to the baseline measurements of the same target lesions before study treatment was started. “Efficacy-Evaluable” is defined as patients who have a baseline tumor scan and at least one post-baseline scan after starting study treatment, to allow assessment of tumor response. Prior treatments in patients with objective responses included: HRAS salivary gland—radiation; BRAF rearranged melanoma—nivolumab/ipilimumab, radiation; BRAF V600E thyroid—radiation; BRAF K601E NSCLC—carboplatin/pemetrexed, carboplatin/paclitaxel plus durvalumab. The dashed lines represent the RECIST-defined definitions of response (30% decrease) or progression (20% increase) in tumor size.

As of the December 21, 2020 data cutoff, the swimmer plot below demonstrated encouraging duration of treatment, with three patients who achieved disease control that exceeded one year. One patient with BRAF V600E melanoma (7104-010) received ERAS-007 for a total of 71 weeks before experiencing disease progression, first on the ASN007-101 clinical trial (shown in this swimmer plot) and subsequently on a single patient IND (not shown in this swimmer plot), since the patient was deriving clinical benefit at the time the ASN007-101 trial had completed.



Examples of single agent activity of ERAS-007 from these responses in patients with melanoma and salivary gland adenocarcinoma are shown in the scan images below. On the left, a patient with a BRAF rearranged melanoma, who had prior progression on nivolumab/ipilimumab, showed complete regression of the target lesion. On the right, a patient with HRAS salivary gland cancer showed partial response of target lesions.



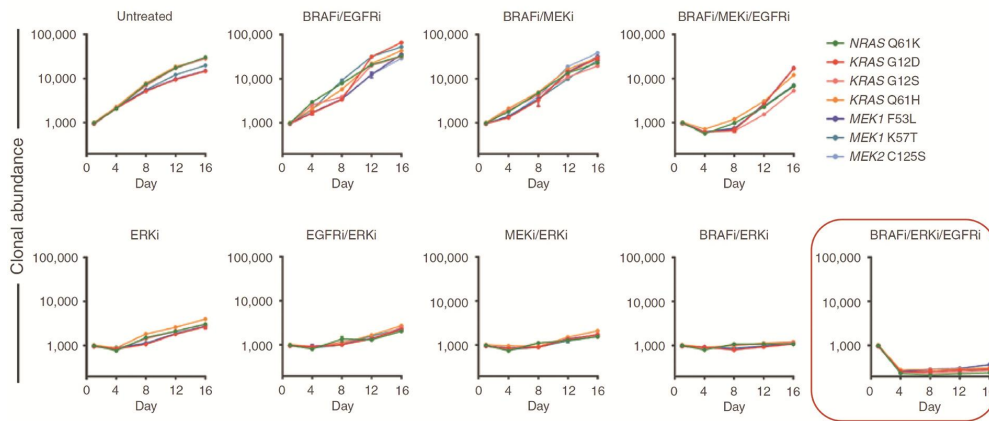
Rationale for combining with other targeted agents

Since ERK is the terminal node of the RAS/MAPK pathway and activates hundreds to thousands of downstream proteins, we believe an ERK inhibitor is an attractive combination partner to achieve maximal inhibition of the RAS/MAPK pathway. In combination with RTK, SHP2, RAS, and/or RAF inhibitors, an ERK inhibitor has the potential to further inhibit RAS/MAPK pathway signaling and delay development of resistance. The RAS/MAPK pathway is regulated by negative feedback mechanisms that desensitize the pathway when active. In the presence of a RAS/MAPK pathway inhibitor, pathway signaling activity is reduced, alleviating negative feedback mechanisms and sensitizing the RAS/MAPK pathway to upstream signaling. This sensitization can prevent RAS/MAPK pathway inhibitors from achieving therapeutic levels of pathway inhibition. Another challenge for RAS/MAPK pathway inhibitors is the activation of RTKs that can generate sufficient upstream RAS/MAPK pathway signaling pressure that overwhelms RAS/MAPK pathway inhibitors. Combining upstream RAS/MAPK pathway inhibitors with an ERK inhibitor can potentially enable pathway inhibition in the absence of negative feedback and in the presence of additional upstream signaling pressure. The activity of RAS/MAPK pathway inhibitors can also be bypassed by the emergence of activating mutations in RAS/MAPK pathway proteins that lie downstream. For example, activating mutations in RAS can emerge as a resistance mechanism against EGFR inhibitors in mutant EGFR NSCLC, and MEK mutations can develop as a resistance mechanism against BRAF plus MEK inhibitors in melanoma. As the terminal node of the RAS/MAPK pathway, ERK inhibition can help address activating RAS, RAF, or MEK mutations that can act as resistance mechanisms to RAS/MAPK pathway inhibitors.

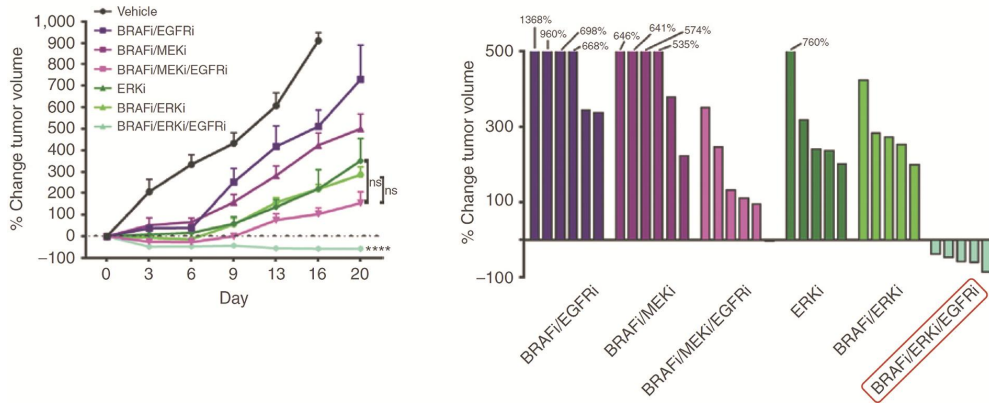
BRAF V600E CRC as an example that ERK inhibition can reduce the emergence of resistance

While the combination of a BRAF inhibitor and an EGFR inhibitor (encorafenib plus cetuximab) has been approved for the second- and third-line treatment of BRAF V600E CRC, only 20% of patients experience an objective response, and only half of these responses last more than 4 months. Therefore, emergence of resistance is a major therapeutic barrier to long-term clinical benefit. Analysis of post-progression biopsies and cell-free DNA samples revealed a heterogeneous collection of resistance mutations in the RAS/MAPK pathway, including KRAS, NRAS, MEK1, and MEK2. A set of published experiments conducted by researchers at Massachusetts General Hospital modeled this clinical resistance in a pooled clone model system and xenograft models. Seven different resistant BRAF V600E CRC cells, each engineered with one of these resistance mutations, were introduced at 1% allele frequency into a pool of sensitive BRAF V600E CRC cells. Of all combination therapies evaluated, a triple blockade of BRAF, EGFR, and ERK (identified with a red box around the image below) proved to be the most effective in reducing tumor volume and preventing the emergence of resistance clones.

Change in Clonal Abundance from Baseline to the Completion of Therapy



Treatment of Tumor Xenografts Derived from Clonal Pools



These data suggest that: (1) in tumors that are highly addicted to the RAS/MAPK pathway, such as BRAF V600E CRC, resistance mechanisms are dominated by reactivation of this critical pathway via mutations within the pathway, and (2) an ERK inhibitor can potentially overcome these resistance mechanisms by blocking the terminal node of the pathway. Therefore, ERAS-007 may be combined with other RAS/MAPK pathway inhibitors (e.g., KRAS G12C inhibitor and BRAF inhibitor) as either initial therapy or in the post-progression setting in patients who have been treated with RAS/MAPK pathway inhibitors.

Development strategy for ERAS-007

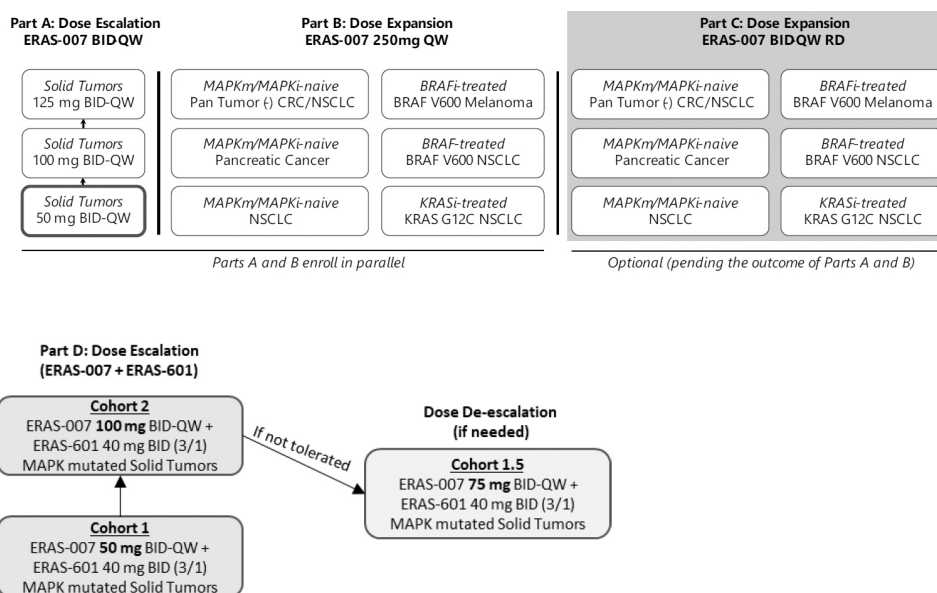
We are pursuing a broad clinical development plan for ERAS-007 across multiple tumor types that includes both monotherapy and combinations with approved and investigational agents. The first series of trials are three PoC trials in solid tumors, NSCLC, and CRC. While providing PoC data, these trials may be expanded to enable potential accelerated approvals in their respective indications:

1. **HERKULES-1** for a potential tissue agnostic indication in solid tumors with RAS/MAPK pathway alterations
2. **HERKULES-2** for EGFR-mutated or KRAS-mutated NSCLC
3. **HERKULES-3** for KRAS-mutated, NRAS-mutated, or BRAF V600E CRC initially, with potential to subsequently expand to other GI cancer populations

In September 2022, we announced preliminary data related to ERAS-007 that are discussed in more detail below. In addition, in October 2022, we reported additional Phase 1b monotherapy data from HERKULES-1 at the 2022 Triple Meeting. These data included preliminary monotherapy safety and pharmacokinetics to support dose selection for combinations of ERAS-007. In addition, we anticipate multiple additional data readouts from our HERKULES clinical trials, including a Phase 1b dose escalation combination data readout from HERKULES-2 in the first half of 2023, a Phase 1b dose escalation combination data readout in RAS- and RAF-mutated GI malignancies from HERKULES-3 in the first half of 2023, a Phase 1b dose expansion combination data readout in BRAF-mutated CRC from HERKULES-3 between the second half of 2023 and the first half of 2024, and a Phase 1b combination data readout for ERAS-007 and ERAS-601 from HERKULES-1 in the first half of 2024.

As shown in the schema below, **HERKULES-1** is a Phase 1b/2 trial evaluating ERAS-007 monotherapy in patients with solid tumors. In **Part A**, a dose-finding portion will determine the MTD and RD when ERAS-007 is given BID-QW, the rationale of which was described earlier in the Phase 1 PK pharmacokinetics section. The primary endpoint of this part is to characterize the safety profile of ERAS-007 when given on a BID-QW schedule. Testing this alternative intermittent dosing schedule will provide us with three schedules (QD, QW, and BID-QW) from which to select the optimal dose and schedule to combine with ERAS-601 (our first MAPKlamp) and other agents. When the ERAS-601 RD is identified from the FLAGSHIP-1 trial (described below), we expect to amend the HERKULES-1 trial protocol to identify the optimal dose and schedule for the ERAS-007 and ERAS-601 combination and to evaluate the preliminary efficacy and safety of this MAPKlamp in multiple tumor types. In **Part B**, which is running in parallel with Part A (since monotherapy responses were observed with the QW schedule in the completed Phase 1 clinical trial of ERAS-007), separate cohorts are evaluating ERAS-007 QW in patients with NSCLC, pancreatic cancer, melanoma, and other solid tumors that harbor RAS/MAPK pathway alterations. These patient populations have high unmet medical needs, as they have exhausted all approved therapies. Patients in some cohorts have not been previously treated with any RAS/MAPK pathway inhibitors (e.g., KRAS, BRAF, or MEK inhibitors), since none of these inhibitors are approved for use in these patients. Patients in other cohorts have been previously treated with RAS/MAPK pathway inhibitors when these agents are part of standard of care. The primary endpoint is an assessment of anti-tumor activity of ERAS-007 in the patient populations. We dosed the first patient in **HERKULES-1** in May 2021.

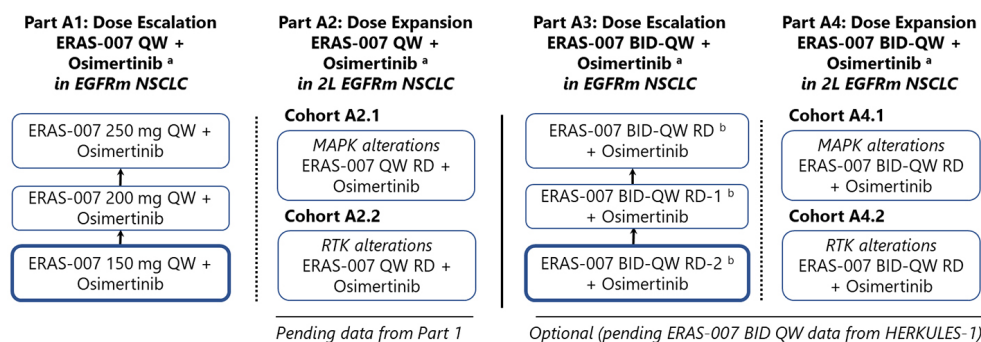
Part D was added to **HERKULES-1** in October 2022 via an amendment. This part is assessing the combination of ERAS-007 plus ERAS-601, our first MAPKlamp, in patients with solid tumors harboring RAS/MAPK pathway mutations. The goal is to identify a safe and tolerable regimen for further evaluation in specific RAS/MAPK driven solid tumors for which no approved targeted therapies are available. The first patient in Part D was dosed in December 2022.



As shown in the schema below, **HERKULES-2** is a Phase 1b/2 master protocol evaluating novel combination therapies for patients with NSCLC. Sub-Study A is focused on patients with EGFR-mutated NSCLC, representing approximately 184,000 new patients worldwide each year, and Sub-Study B is focused on patients with KRAS G12C-mutated NSCLC, representing approximately 240,000 new patients worldwide each year. The master protocol for this clinical trial may be expanded in the future to include other novel combinations and indications in NSCLC. We dosed the first patient in **HERKULES-2** in September 2021.

Sub-Study A. For patients with EGFR-mutated NSCLC, the standard of care for newly diagnosed patients with metastatic disease is osimertinib, an EGFR inhibitor. While 77% of patients respond initially, nearly all patients experience disease progression while on osimertinib treatment, and no other targeted therapy is approved in the post-osimertinib setting. Biomarker analyses of tumors that developed resistance to osimertinib showed that RAS/MAPK pathway alterations make up a substantial portion of resistance mechanisms. With the ERAS-007 plus osimertinib combination, we are evaluating in this trial whether combined ERK and EGFR inhibition can overcome osimertinib resistance in EGFR-mutated NSCLC with RAS/MAPK pathway alterations. In **Part A1**, an ERAS-007 QW RD will be identified in combination with osimertinib. The primary endpoint will be a safety assessment of this combination. In **Part A2**, this combination regimen will be evaluated in EGFR-mutated NSCLC patients who have progressed on initial osimertinib monotherapy. The primary endpoint will be an assessment of anti-tumor activity. **Part A3** will identify the RD of ERAS-007 on a BID-QW schedule in combination with osimertinib, with a safety assessment as the primary endpoint. **Part A4** will evaluate this combination with BID-QW schedule in a larger patient population, with a preliminary assessment of anti-tumor activity as the primary endpoint. We have completed enrollment in Sub-Study A.

HERKULES-2 Sub-Study A: EGFR-mutated NSCLC

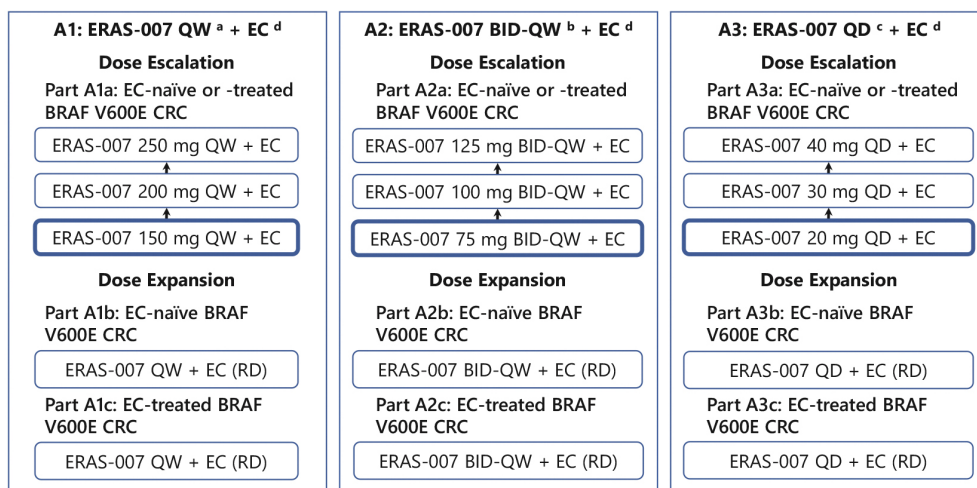


Sub-Study B. For patients with KRAS G12C NSCLC, the standard of care for previously-treated patients with metastatic disease is sotorasib, a KRAS G12C inhibitor. Only 36% of patients respond initially, and nearly all patients experience disease progression. Biomarker analyses of tumors that developed resistance to a KRAS G12C inhibitor showed that RAS/MAPK pathway alterations make up a substantial portion of resistance mechanisms, highlighting the strong reliance of KRAS G12C NSCLC on this pathway. Our initial plan was to evaluate ERAS-007 plus sotorasib and ERAS-601 plus sotorasib combinations in Sub-Study B. However, due to several developments in the competitive landscape, we have decided to terminate the development of our combinations in the previously-treated setting, and enrollment for Sub-Study B has been closed.

As shown in the schema below, **HERKULES-3** is a Phase 1b/2 master protocol evaluating novel combination therapies for patients with GI malignancies. Sub-Study A is focused on patients with BRAF V600E-mutated CRC, representing approximately 180,000 new patients worldwide each year, and Sub-Study B, on patients with KRAS- or NRAS-mutated CRC and KRAS-mutated pancreatic cancer, representing over 1.1 million new patients worldwide each year. The master protocol for this clinical trial may be expanded in the future to include other novel combinations and indications in GI cancers. We dosed the first patient in **HERKULES-3** in September 2021.

Sub-Study A. The standard of care for patients with BRAF V600E CRC in the second-/third-line metastatic setting is encorafenib plus cetuximab, an anti-BRAF and anti-EGFR doublet therapy. Only 20% of patients respond, nearly all patients experience disease progression, and the median overall survival is less than 9 months. The prognosis for patients in the post-encorafenib plus cetuximab setting is worse. In preclinical models of BRAF V600E CRC, the addition of an ERK inhibitor to BRAF inhibitor plus EGFR inhibitor substantially enhanced anti-tumor activity and reduced the development of resistance to BRAF inhibitor plus EGFR inhibitor. In **Part A1**, the ERAS-007 QW RD will be identified in combination with encorafenib plus cetuximab, with a safety assessment of the combination as the primary endpoint. The RD will be evaluated further in two patient populations: BRAF V600E CRC patients who are naïve to encorafenib plus cetuximab treatment and who have been treated with encorafenib plus cetuximab. Enrollment in the arm consisting of patients who have been previously treated with encorafenib plus cetuximab has been paused, and enrollment may be reinitiated based on data from the arm consisting of patients who are naïve to encorafenib plus cetuximab treatment. The primary endpoint will be an assessment of anti-tumor activity. **Parts A2 and A3** contain optional cohorts that would allow us to evaluate alternative dosing schedules of ERAS-007 in combination with encorafenib and cetuximab, depending on the results from Part A1.

HERKULES-3 Sub-Study A: BRAF V600E CRC



Dose Escalation parts may not open at the same time. Dose Expansion parts may open after RDs have been identified in the Dose Escalation parts.

^a ERAS-007 QW: ERAS-007 oral once a week

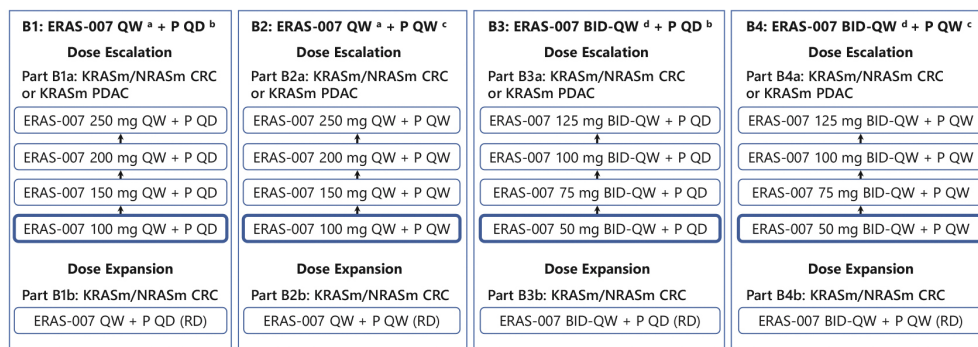
^b ERAS-007 BID-QW: ERAS-007 oral twice a day on a single day each week

^c ERAS-007 QD: ERAS-007 oral once a day

^d EC: Encorafenib 300 mg oral daily + Cetuximab 500 mg/m² intravenous infusion once every 2 weeks

Sub-Study B. The standard of care for patients with KRAS- or NRAS-mutated CRC in the third-line metastatic setting is typically chemotherapy. However, when treated with regorafenib (a multi-kinase inhibitor) or TAS-102 (chemotherapy), less than 5% of patients respond, nearly all patients experience disease progression, and the median overall survival is around 6 months. In preclinical models of KRAS- or NRAS-mutated CRC, the combined inhibition of cycle and RAS/MAPK pathways demonstrated substantial anti-tumor activity in these highly resistant tumor types. In **Part B1 and Part B2**, the ERAS-007 QW RD will be identified in combination with two different schedules of palbociclib, with a safety assessment of the combination as the primary endpoint. In **Part B3 and Part B4**, the alternative schedule of ERAS-007 given BID-QW may be evaluated. One RD and schedule will be evaluated further in previously-treated patients with KRAS- or NRAS-mutated CRC. The primary endpoint will be an assessment of anti-tumor activity.

HERKULES-3 Sub-Study B: KRAS- or NRAS-mutated CRC



Both ERAS-007 and Palbociclib will be escalated in dose. Dose Escalation parts may not open at the same time. Dose Expansion parts may open after RDs have been identified in the Dose Escalation parts.

^a ERAS-007 QW: ERAS-007 oral once a week

^b P QD: Palbociclib oral daily for 21 consecutive days followed by 7 days off in a 28-day cycle

^c P QW: Palbociclib oral once a week

^d ERAS-007 BID-QW: ERAS-007 oral twice a day on a single day each week

Clinical data for ERAS-007

Clinical data from the monotherapy dose escalation cohorts in the HERKULES-1 trial were presented in October 2022 at the 2022 Triple Meeting. Based on a safety evaluable population of 27 patients, the maximum administered dose (MAD) for ERAS-007 was achieved at 125 mg twice a day on a single day each week (BID-QW), which is consistent in dose intensity with the MTDs previously identified on the weekly schedule (250 mg) and on the daily schedule (40 mg). No dose-limiting toxicities (DLTs) were observed at the MAD. There were no treatment-related adverse events that required dose discontinuation. The safety profile of the BID-QW schedule was manageable and reversible. The pharmacokinetic profile exhibited an intermittent IC90 coverage, followed by a coverage below IC50, which allowed for RAS/MAPK pathway signaling recovery in normal cells, achieving a desired profile consistent with PK model prediction. An unconfirmed partial response was seen at 125 mg BID-QW in a patient with pancreatic cancer harboring a KRAS G12V mutation, who had progressed on six prior lines of therapy. This novel regimen offers an alternative intermittent schedule for combination development and has been introduced into ongoing combination studies.

Treatment-related Adverse Events Occurring in $\geq 20\%$ and ≥ 2 Patients at Any Dose
(arranged by descending frequency in the 250mg QW any grade column)

System Organ Class/ Preferred Term	50 mg BID-QW (n=4)		100 mg BID-QW (n=11)		125 mg BID-QW (n=8)		250 mg QW (n=29)	
	Any Grade	Grade ≥ 3	Any Grade	Grade ≥ 3	Any Grade	Grade ≥ 3	Any Grade	Grade ≥ 3
At least one TRAE	4 (100.0%)	1 (25.0%)	9 (81.8%)	2 (18.2%)	8 (100.0%)	3 (37.5%)	27 (93.1%)	10 (34.5%)
Eye Disorders*	1 (25.0%)	0	6 (54.5%)	1 (9.1%)	5 (62.5%)	2 (25.0%)	16 (55.2%)	5 (17.2%)
Diarrhea	0	0	2 (18.2%)	0	3 (37.5%)	0	16 (55.2%)	1 (3.4%)
Nausea	2 (50.0%)	0	5 (45.5%)	0	5 (62.5%)	0	14 (48.3%)	0
Vomiting	1 (25.0%)	0	3 (27.3%)	0	3 (37.5%)	0	9 (31.0%)	2 (6.9%)
Dermatitis acneiform	1 (25.0%)	0	4 (36.4%)	0	3 (37.5%)	0	6 (20.7%)	0
Rash maculopapular	0	0	1 (9.1%)	0	1 (12.5%)	0	6 (20.7%)	1 (3.4%)
Dehydration	2 (50.0%)	0	1 (9.1%)	0	1 (12.5%)	0	4 (13.8%)	0
Fatigue	1 (25.0%)	1 (25.0%)	4 (36.4%)	0	4 (50.0%)	1 (12.5%)	5 (17.2%)	1 (3.4%)

Likely recommended dose between 50 – 100mg BID-QW for combinations was well tolerated

*includes unilateral blindness (one patient in 250mg QW cohort), choriorretinopathy, papilloedema, retinal detachment, retinal oedema, retinopathy, serous retinal detachment, subretinal fluid, vision blurred, visual impairment, and vitreous floaters. Data extraction for ASN-007-101 was on 6 Nov. 2020; data cutoff for HERKULES-1 was 23 May 2022

We anticipate dose escalation data readouts for ERAS-007 in combination with osimertinib (HERKULES-2), with encorafenib and cetuximab (HERKULES-3), and with palbociclib (HERKULES-3) in the first half of 2023.

ERAS-601: our SHP2 inhibitor

ERAS-601 is designed to be a potent and selective oral inhibitor of SHP2. In preclinical studies, ERAS-601 has demonstrated strong in vitro potency relative to other SHP2 inhibitors (RMC-4550 and TNO155) and favorable absorption, distribution, metabolism, and excretion (ADME) and PK properties, which we believe support its use in a broad range of combination therapies. ERAS-601 is the second prong of our first MAPKlamp with ERAS-007. In our first-in-human trial, FLAGSHP-1, we are evaluating the safety, tolerability, PK, PD, and preliminary anti-tumor activity of ERAS-601 in patients with advanced or metastatic solid tumors. We believe that approximately 4.9 million patients worldwide per year could benefit from ERAS-601 in combination with other agents, including ERAS-007.

Preclinical profile of ERAS-601

In a biochemical assay, ERAS-601 potently and selectively inhibited full length SHP2 with an IC₅₀ value of 4.6 nM as shown in the table on the left below. By binding to an allosteric pocket that is present only in the inactive conformation of SHP2, ERAS-601 inhibited SHP2 activity by stabilizing the protein in the inactive state. No ERAS-601 activity was observed against 10 other phosphatases (including SHP1), and ERAS-601 showed no strong inhibition of any kinase in a 300-kinase panel (i.e., less than 30% inhibition at 1 μM), demonstrating high selectivity as shown in the table on the right below.

Compound	Biochemical SHP2 inhibition IC ₅₀ (nM)
ERAS-601	4.6

ERAS-601 demonstrated no off-target activity in 300 kinase (<30% inhibition @ 1μM) and 12 phosphatase panels (IC₅₀ >10μM)

Phosphatase	% inhibition at 10 μM ERAS-601 relative to DMSO control
PP1B	0
PP1A	0
PP2A Alpha / PP2R1A complex	1
PTPRC	6
DUSP22	0
PTPN2	3
PTPN7	0
PTPN12	0
PTPN1	0
PTPN6 (SHP1) full length	0
PTPN11 (SHP2) catalytic domain	0
PTPN11 (SHP2) full length	100

Biochemical on-target activity of ERAS-601 against SHP2 (left) and biochemical activity of ERAS-601 in a panel of 12 phosphatases (right). PTPN11 (SHP2) catalytic domain protein is a truncated form of SHP2 (246 aa – 593 aa). This truncated form contains a phosphatase domain and is missing two regulatory domains. The PTPN11 (SHP2) catalytic domain does not harbor the binding site of ERAS-601 due to these missing domains, while the PTPN11 (SHP2) full length protein does harbor ERAS-601's binding site.

The ADME/PK properties of ERAS-601 have been extensively evaluated in non-clinical studies. As shown in the table below, ERAS-601 demonstrated favorable physicochemical and PK properties, including low risk of drug-drug interaction (DDI), negligible CYP enzyme inhibition, and moderate plasma protein binding. It also showed high oral bioavailability and low clearance across multiple animal species. We believe these properties support ERAS-601's use in a broad range of combination therapies.

Assay	ERAS-601
cLogP/PSA	<1/<130
MW	<600
PBS solubility (μM)	>300
Caco2 permeability at 10 μM , P_{app} (AB/BA) (10^{-6} , cm/s)	2.57/27.5
Plasma protein binding, Free fraction % M/R/D/H	26/12/35/33
Stability in liver microsomes M/R/D/H	Low Clearance
Inhibition of CYP 3A4, 2C9, 2D6, IC50 (μM)	>100
CYP3A4 TDI	No flag
hERG Q-patch IC50 (μM)	>30
GLP hERG IC50 (μM)	12

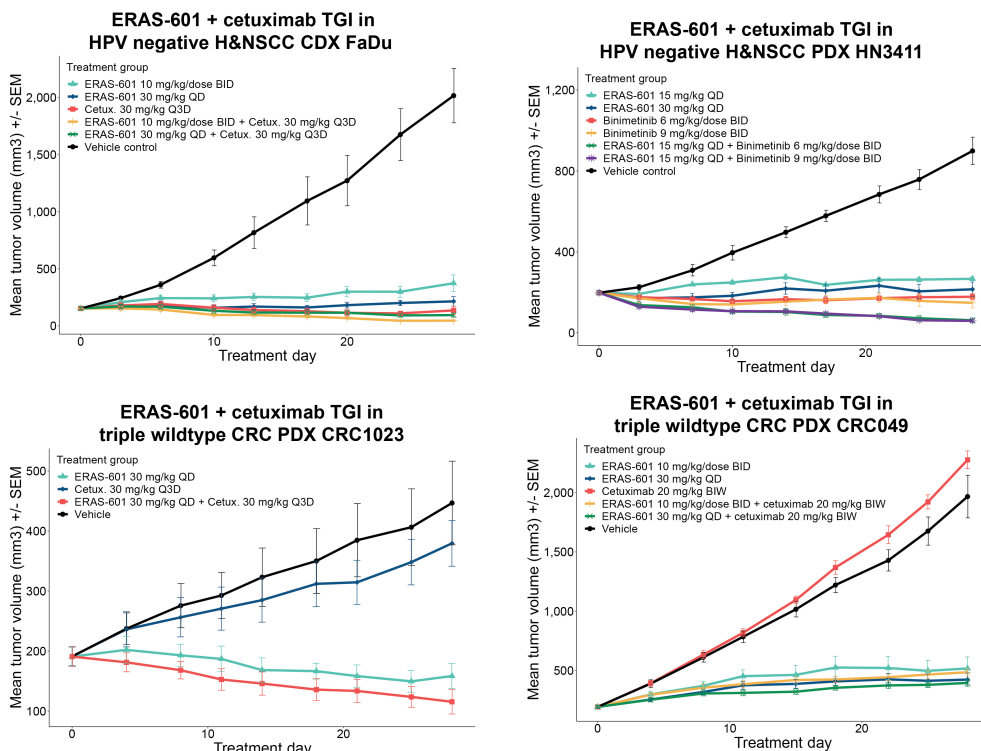
Preclinical anti-tumor activity of ERAS-601

As shown in the table below, ERAS-601 significantly inhibited tumor growth as a monotherapy in 18 in vivo models, including HPV-negative, triple wildtype, KRAS G12D, KRAS G12V, EGFR amplified, BRAF Class I and III, and NF1 loss-of-function mutations. In 13 models, ERAS-601 was administered at QD and BID dose schedules. Both dose schedules were well tolerated and showed significant TGI. In a PK/PD study, ERAS-601 also achieved time and dose-dependent increases in plasma concentrations and concomitant reductions in RAS/MAPK pathway signaling, as measured by pERK, in the KRAS G12C-mutated NSCLC xenograft model NCI-H358. Tumor pERK1/2 levels were reduced by more than 50% when ERAS-601 total plasma concentrations exceeded or approximated the IC50/fu, which is the in vitro cellular pERK IC50 unbound fraction in plasma.

Mutation	Model ID	Tumor type	Antitumor activity of ERAS-601	
			10 mg/kg BID (% TGI)	30 mg/kg QD (% TGI)
HPV-negative	FaDu	H&NSCC	88%***	97%***
	HN3411	H&NSCC	Not evaluated	97%***
Triple wildtype	CR049	CRC	82%***	87%***
	CR021	CRC	106%***	106%***
	CR1023	CRC	Not evaluated	113%**
KRAS ^{G12D}	LUN232	NSCLC	Not evaluated	73%***
	GP2D	CRC	60%**	71%**
	LS513	CRC	66%*	77%**
	LUN137	CRC	Not evaluated	82%*
	H441	NSCLC	Not evaluated	98%***
EGFR amplification	KYSE-520	Esophageal	100%***	101%***
BRAF class I (BRAF V600E)	WiDr	CRC	67%***	68%***
BRAF class III	NCI-H508	CRC	136%**	135%**
	LUN023	NSCLC	100%*	123%**
NF1 ^{LOF}	MeWo	Melanoma	86%***	85%***
	NCI-H1838	NSCLC	140%**	144%**
	LUN150	NSCLC	167%***	167%***
	LU6484	NSCLC	77%***	83%***

ERAS-601 exhibited significant TGI relative to vehicle control (p -value < 0.05) in two HPV-negative, three triple wildtype (KRAS/NRAS/BRAF wildtype), five KRAS mutant, one EGFR amplified, three BRAF mutant, and four NF1 LOF mutant CDX and PDX models. Significant TGI was observed at both 30 mg/kg QD and 10 mg/kg BID doses. * p -value < 0.05 ** p -value < 0.01 *** p -value < 0.001 (p -values assessed relative to vehicle control)

As shown in the figures below, when combined with an EGFR inhibitor, ERAS-601 showed significantly greater TGI than dosing of these inhibitors as monotherapies. This benefit was observed in models that harbored mutations both upstream and downstream of SHP2. These ERAS-601 combinations were generally well tolerated across the tested models as demonstrated by the minimal percentage body weight changes observed.



ERAS-601 combined with cetuximab showed significant TGI in four CDX and PDX models. The ERAS-601 and cetuximab (EGFR inhibitor) combination showed TGI in two HPV-negative HNSCC CDX and PDX models and two triple wildtype (KRAS/NRAS/BRAF wildtype) CRC PDX models relative to vehicle control (p -value < 0.01) and superior TGI to cetuximab monotherapy treatment.

Development strategy for ERAS-601

Our clinical development plan aims to advance ERAS-601 in combination with other targeted agents to prevent and overcome adaptive resistance mechanisms in order to achieve more durable clinical benefit. In the fourth quarter of 2020, we began evaluating the safety and tolerability of ERAS-601 in a first-in-human dose escalation trial in patients with advanced or metastatic solid tumors in our FLAGSHIP-1 trial. The primary endpoints of this trial are assessments of safety and anti-tumor activity. After we have identified the monotherapy RD of ERAS-601, we will evaluate rational combinations with ERAS-601, including dual SHP2 and EGFR inhibition focused on HNSCC (cetuximab combination in FLAGSHIP-1), and ERK inhibition with ERAS-007 (our first, innovative MAPKlamp approach) in our HERKULES series of clinical trials. Enrollment of the expansion cohort in the FLAGSHIP-1 sub-study evaluating cetuximab in combination with ERAS-601 in CRC is gated based on data from the patients in the HNSCC sub-study. Other agents for potential combinations include approved RTK inhibitors, RAS/MAPK pathway inhibitors, and/or investigational agents we are developing, such as ERAS-3490. Given the wide range of cancers that are dependent on SHP2, we believe ERAS-601 could serve as a backbone for compelling combination therapies to prolong survival for patients.

Clinical data for ERAS-601

Clinical data from the monotherapy dose escalation cohorts in FLAGSH-1 trial were presented in October 2022 at the 2022 Triple Meeting. Based on a safety evaluable population of 28 patients, the MTDs were identified to be 40 mg daily and 40 mg twice daily for these two schedules. No DLTs were observed at these MTDs, and no treatment-related adverse events led to dose modifications. The safety profiles were manageable, reversible, and well tolerated. Both the pharmacokinetic profile and pharmacodynamic modulation appeared to be dose dependent. A confirmed partial response to ERAS-601 monotherapy was observed in a patient with BRAF Class III-mutated endometrial carcinoma. We anticipate a dose escalation data readout for ERAS-601 in combination with cetuximab in the first half of 2023, and a Phase 1b combination data readout in HPV-negative HNSCC in the first half of 2024.

Treatment-related Adverse Events occurring in $\geq 20\%$ of patients in QD and BID cohorts

System Organ Class/ Preferred Term	QD (20-80 mg) N=15		QD MTD (40 mg) N=3		BID (20 and 40 mg) N=13		BID MTD (40 mg) N=9		QD + BID N=28	
	ALL	Gr ≥ 3	ALL	Gr ≥ 3	ALL	Gr ≥ 3	ALL	Gr ≥ 3	ALL	Gr ≥ 3
At least one TRAE	14 (93.3)	6 (40)	3 (100)	2 (66.7)	13 (100)	6 (46.2)	9 (100)	4 (44.4)	27 (96.4)	12 (42.9)
Thrombocytopenia*	7 (46.7)	2 (13.3)	2 (66.7)	1 (33.3)	3 (23.1)	2 (15.4)	2 (22.2)	2 (22.2)	10 (35.7)	4 (14.3)
AST increased	6 (40.0)	2 (13.3)	1 (33.3)	0	2 (15.4)	1 (7.7)	2 (22.2)	1 (11.1)	8 (28.6)	3 (10.7)
ALT increased	6 (40.0)	1 (6.7)	1 (33.3)	0	2 (15.4)	0	2 (22.2)	0	8 (28.6)	1 (3.6)
Diarrhea	4 (26.7)	0	1 (33.3)	0	4 (30.8)	1 (7.7)	2 (22.2)	0	8 (28.6)	1 (3.6)
Oedema peripheral	3 (20.0)	0	2 (66.7)	0	4 (30.8)	0	2 (22.2)	0	7 (25.0)	0

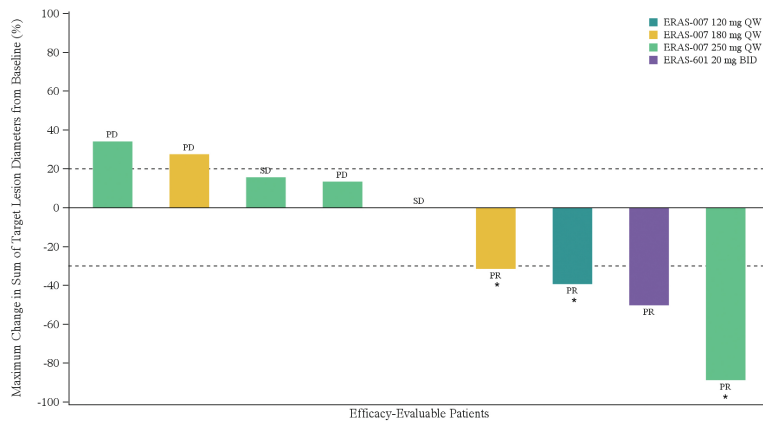
* Includes thrombocytopenia and platelet count decrease

MAPKlamp: our therapeutic strategy targeting proximal and distal nodes of the RAS/MAPK pathway

MAPKlamp is our novel approach targeting upstream and downstream nodes in the RAS/MAPK pathway designed to shut down, or clamp, the signaling of various oncogenic drivers, such as RTKs, NF1, RAS, RAF, and MEK alterations trapped in between any nodes involving this pathway. With our MAPKlamp approach, we aim to induce tumor regression in RAS/MAPK pathway-driven cancers, while also blocking the main escape routes that lead to tumor resistance.

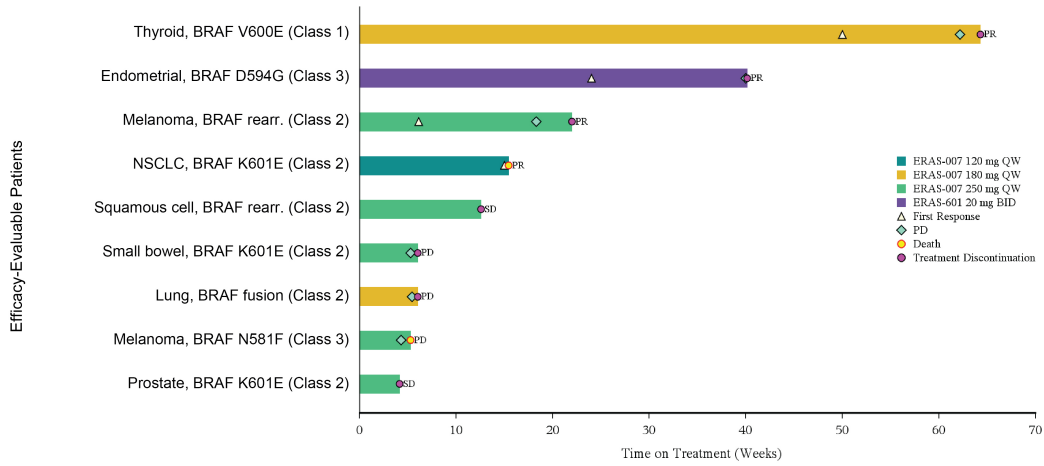
ERAS-007 (our oral ERK1/2 inhibitor) and ERAS-601 (our oral SHP2 inhibitor) together comprise our first MAPKlamp approach. ERK and SHP2 are the convergent downstream and upstream nodes of the RAS/MAPK pathway, respectively. ERK proteins propagate signaling for multiple cellular functions involved in cell growth and differentiation, which are often overactivated in RAS/MAPK pathway-driven cancers. We believe that targeting ERK, the terminal node of the RAS/MAPK pathway, is an attractive therapeutic approach as it is less prone to MAPK pathway reactivation, which leads to greater suppression of signaling. The second prong of our first MAPKlamp, ERAS-601, is a potent and selective oral inhibitor of SHP2, a critical "on/off switch" that activates RAS-GTP signaling. Our SHP2 inhibitor is designed to block oncogenic signal transduction and delay the onset of therapeutic resistance. Targeting either or both of these key nodes thereby has the potential to serve as a backbone of combination therapy against RAS/MAPK pathway altered cancers.

While BRAF inhibitors have proven to be particularly effective against tumors harboring BRAF Class I mutations, currently no target therapies are approved for BRAF Class II- and III-mutated tumors. In September 2022, we announced promising preliminary data for ERAS-007 and ERAS-601 in BRAF-driven and RAS/MAPK-altered solid tumors. A retrospective pooled analysis of all trials evaluating ERAS-007 or ERAS-601 in advanced solid tumors was performed that included our ongoing HERKULES-1 and FLAGSH-1 trials and Asana's previously completed ASN007-101 trial. Data from monotherapy dose escalation of ERAS-007 and ERAS-601 are consistent with data from nonclinical models that tumors with BRAF mutations are sensitive to agents that target the RAS/MAPK pathway, including ERK and SHP2 inhibitors. Of the nine patients with BRAF mutations, four achieved confirmed or unconfirmed responses to either single agent ERAS-007 or ERAS-601 during dose escalation. These include one patient with BRAF Class I, two with BRAF Class II, and one with BRAF Class III. See figures below. These monotherapy responses within a biomarker-defined population suggest that a combination could be even more effective.



44% (4 out of 9) of patients responded (confirmed and unconfirmed PR) to single agent ERAS-007 or ERAS-601

* Unconfirmed partial responses indicated with an asterisk
 Data extraction date: 6 NOV 2020 for ASN007-101, 11 JUL 2022 for ERAS-601-01, 16 May 2022 for ERAS-007-01.



Data extraction date: 6 NOV 2020 for ASN007-101, 11 JUL 2022 for ERAS-601-01, 16 May 2022 for ERAS-007-01

Since ERAS-007 and ERAS-601 are potent inhibitors of a common pathway, a natural question is whether overlapping toxicity may be a challenge for this combination. A comparison of the safety profile of each individual compound indicates that overlapping toxicity is minimal and primarily centered on low-grade diarrhea. (See figure below.)

ERAS-601 and ERAS-007 by common SHP2i TRAEs

Treatment-related AEs in Preferred Terms	ERAS-601		ERAS-007	
	20 and 40 mg BID (N=13)		50-125mg BID-QW (N=23)	
	All Grade	Gr ≥ 3	All Grade	Gr ≥ 3
HEMATOLOGIC				
Thrombocytopenia*	3 (23.1%)	2 (15.4%)	0	0
Anemia	3 (23.1%)	1 (7.7%)	1 (4.3%)	1 (4.3%)
CARDIOVASCULAR				
Hypertension	3 (23.1%)	1 (7.7%)	0	0
Hypertensive encephalopathy	1 (7.7%)	1 (7.7%)	0	0
HEPATIC				
AST increase	2 (15.4%)	1 (7.7%)	0	0
ALT increase	2 (15.4%)	0	0	0
Blood bilirubin increased	0	0	1 (4.3%)	1 (4.3%)
GENERAL				
Peripheral edema	4 (30.8%)	0	1 (4.3%)	0

*Includes platelets count decrease

ERAS-601 and ERAS-007 by common ERKi TRAEs

Treatment-related AEs in Preferred Terms	ERAS-601		ERAS-007	
	20 and 40 mg BID (N=13)		50-125mg BID-QW (N=23)	
	All Grade	Gr ≥ 3	All Grade	Gr ≥ 3
SKIN				
Maculopapular rash	0	0	2 (8.7%)	0
Dermatitis acneiform	2 (15.4%)	0	8 (34.8%)	0
EYE DISORDERS				
Blurred vision	2 (15.4%)	0	5 (21.7%)	1 (4.3%)
Retinopathy	0	0	6 (26.1%)	0
Retinal Detachment	0	0	1 (4.3%)	1 (4.3%)
Vision Impairment	0	0	1 (4.3%)	1 (4.3%)
GASTROINTESTINAL				
Nausea	0	0	12 (52.2%)	0
Vomiting	0	0	7 (30.4%)	0
Diarrhea	5 (38.5%)	1 (7.7%)	5 (21.7%)	0
Constipation	0	0	2 (8.7%)	0
Dyspepsia			2 (8.7%)	0
GENERAL				
Fatigue	1 (7.7%)	0	9 (39.1%)	2 (8.7%)
Dehydration	0	0	4 (17.4%)	0
Dizziness	0	0	2 (8.7%)	0

Data cut off for FLAGSHIP-1: 11JUL2022 & for HERKULES-1: 23May2022. In this table is reported the number of patients who experienced the reported AE at the highest grade. TRAEs included in this table met at least one of the following criteria: (1) experienced by ≥ 2 patients in either the 20 and 40 mg BID treatment group for ERAS-601 OR the 50-125 mg BID-QW column for ERAS-007; (2) experienced by at least 1 patient and Grade ≥ 3

With promising early anti-tumor activity, and minimal overlapping toxicities, we have undertaken a dose finding trial for the ERAS-007 and ERAS-601 combination in the HERKULES-1 trial. We dosed the first patient with this MAPKlamp combination in December 2022.

We are nonclinically evaluating additional MAPKlamp combinations that we may advance into the clinic in our future SEACRAFT-3 trial. These new combinations include naporafenib, which targets the distal RAF node on the RAS/MAPK pathway, with our other RAS/MAPK pathway targeting agents (including ERAS-007 and ERAS-601) and/or external agents. Given the breadth of our pipeline, we believe we are the only company that has the therapeutic and strategic flexibility to comprehensively target every critical node in the RAS/MAPK pathway that could drive cancer signaling.

ERAS-801: our CNS-penetrant EGFR inhibitor

EGFR is a transmembrane protein and member of the ErbB family of receptor tyrosine kinases (RTKs) that under normal conditions bind various growth factors to activate cellular signaling to regulate homeostasis. However, when the receptor is overexpressed, amplified, and/or mutated, it becomes oncogenic, thereby contributing to cell survival, proliferation, and metastasis.

EGFR-mediated signaling plays a key role in the growth of many tumor types. Targeting of wildtype EGFR (wtEGFR) and mutant variants of EGFR (EGFRm) by small molecules and antibodies has resulted in improved patient outcomes in NSCLC, CRC, and HNSCC. However, the ability of these agents to effectively target wtEGFR and EGFRm in the CNS remains an unmet medical need. For example, in primary CNS tumors like GBM that have amplification of wtEGFR as well as expression of a mutation in the extracellular domain, the most common of which is epidermal growth factor receptor variant III (EGFRvIII), approved small molecule EGFR inhibitors have not demonstrated clinical activity.

The lack of clinical activity is likely multifactorial, but we believe there are two primary reasons why approved EGFR inhibitors are not effective: (1) the molecules do not penetrate the CNS well, and (2) the molecules are weak inhibitors of GBM-relevant mutant EGFR proteins, such as EGFRvIII, as homodimers or heterodimers that include wildtype EGFR.

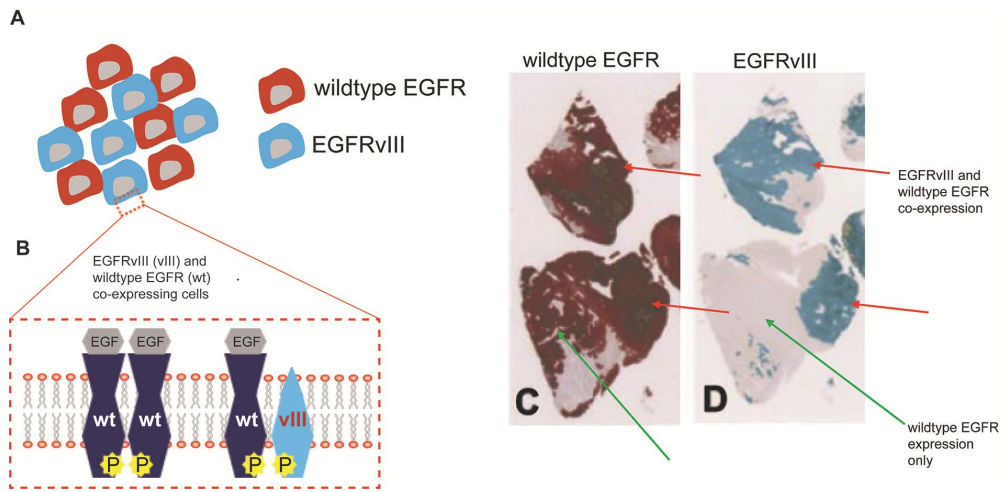
ERAS-801 is designed to be a potent, selective, reversible, and orally available small molecule with both: (1) highly enhanced CNS penetration (3.7:1 brain:plasma ratio in mice) and (2) the ability to target both EGFR mutants such as EGFRvIII, the most common mutant form of EGFR found in GBM, and wtEGFR, which heterodimerizes with EGFRvIII.

Whereas approved EGFR inhibitors have suboptimal CNS penetration for primary brain tumors, as shown below, ERAS-801 showed substantially higher values of K_p and $K_{p,u}$ (partition coefficients that measure bound and unbound drug concentration, respectively) compared to osimertinib, afatinib, erlotinib, gefitinib, and dacomitinib. The figure below is for illustrative purposes only and is not a head-to-head comparison. These data were generated from different studies, and caution should be exercised when comparing data across studies.

Compound (Brand Name)	Company	K_p , brain (mouse)	$K_{p,u}$, brain (mouse)
ERAS-801	Erasca	3.7	1.2
Osimertinib (Tagrisso)	AstraZeneca	0.99	0.29
Afatinib (Gilotrif)	Boehringer Ingelheim	0.25	0.05
Erlotinib (Tarceva)	Genentech	0.06	0.13
Gefitinib (Iressa)	AstraZeneca	0.36	0.10
Dacomitinib (Vizimpro)	Pfizer	0.61	0.49

Dual targeting of EGFR alterations and wtEGFR in GBM to address heterodimerization

The most common mutant form of EGFR found in GBM is EGFRvIII. Given the promiscuous nature of EGFR signaling, ERAS-801 has been specifically designed to have activity against both EGFR alterations such as EGFRvIII and wildtype EGFR, as we believe that wtEGFR inhibition is critical to impairing the growth of EGFR altered GBM because of the propensity of wtEGFR to heterodimerize with EGFRvIII to drive oncogenic signaling, as seen below with substantial co-expression of EGFRvIII and wtEGFR.

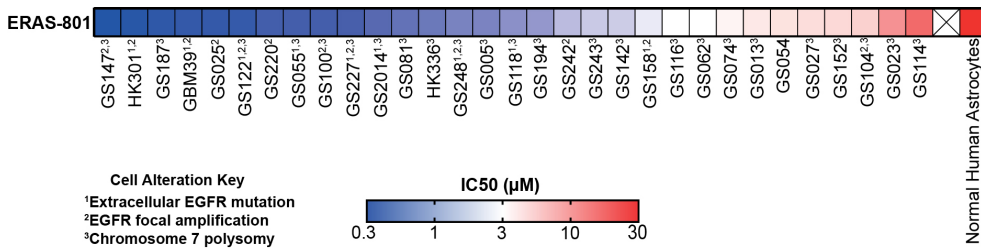


Panel A showed that the EGFR splice variant mutant EGFRvIII may be expressed in a subset of GBM tumor cells and that it can be co-expressed with wildtype EGFR. Panel B showed a zoomed in diagram of a GBM tumor cell membrane that harbors both wildtype EGFR and EGFRvIII. Wildtype EGFR can homodimerize with another wildtype EGFR protein or heterodimerize with EGFRvIII, in each case potentially leading to oncogenic signaling. In panels C and D, an immunohistochemistry-stained section of GBM tumor tissue shows wildtype EGFR-expressing tumor cells in brown and EGFRvIII-expressing tumor cells in blue. Regions that are stained both brown and blue express both wildtype EGFR and EGFRvIII proteins while regions that are stained brown but not blue express wildtype EGFR only.

Preclinical profile of ERAS-801

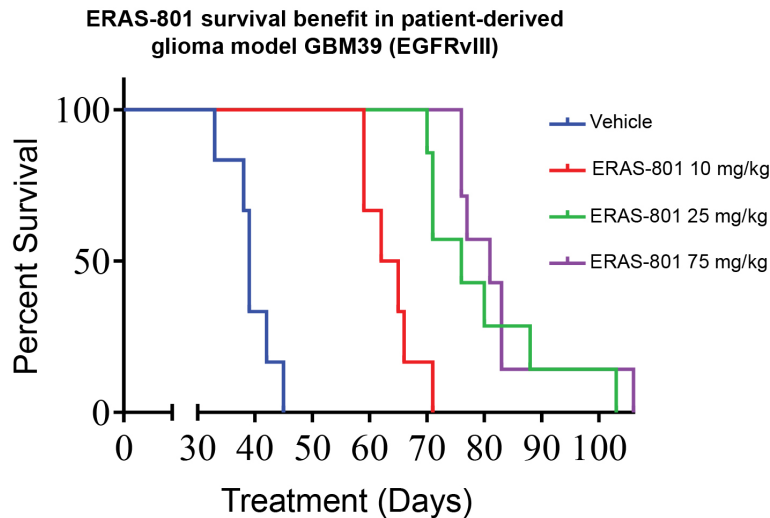
In preclinical studies, ERAS-801 has demonstrated strong biochemical and cell-based potency, as well as strong biochemical selectivity. ERAS-801 has shown high potency against EGFR with a biochemical IC₅₀ of 0.3 nM and high CNS penetration. It also showed high selectivity for EGFR based on a biochemical screen of 484 kinases in which ERAS-801 at 10 μM inhibited only two non-EGFR family kinases at greater than 90%.

In cell-based assays, ERAS-801 was potent against wildtype EGFR with an IC₅₀ of 1.1 nM and EGFRvIII with an IC₅₀ of 0.7 nM. In a 31 patient-derived glioma cell panel, ERAS-801 inhibited the growth of 65% of glioma cells with IC₅₀ values less than 3 μM. This glioma cell panel included the most frequent types of EGFR alterations observed in GBM: amplification, EGFRvIII, extracellular domain mutations (e.g., A289V and A289D), and chromosome 7 polysomy. ERAS-801 showed no activity in normal human astrocytes (i.e., IC₅₀ greater than 25 μM), which is the most common cell type in the human brain. ERAS-801's lack of activity against this normal brain cell type demonstrated that ERAS-801 selectively inhibited EGFR and that these normal brain cells were not dependent on EGFR signaling.

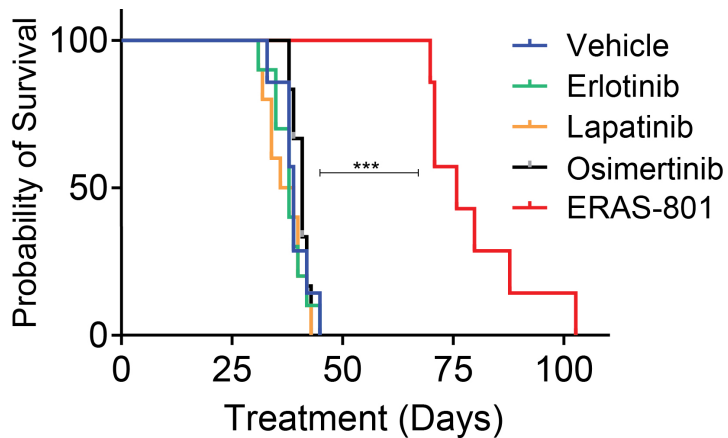


ERAS-801 showed broad activity in a panel of 31 patient-derived glioma cell lines. Demonstrating selectivity, ERAS-801 showed no activity in normal human astrocyte cells. Lower IC₅₀ values, in blue, indicated stronger activity. The EGFR mutation status of the GBM patient-derived cells is indicated by symbols. Mutations include extracellular domain EGFR mutations and EGFR splice variants, such as EGFRvIII. Focal amplification indicates a high-level gain of the chromosomal region that includes the EGFR gene locus. Polysomy indicates cells that harbor more copies of chromosome 7, which contained the EGFR gene, than expected in a normal cell. Two copies of chromosome 7 are expected in normal cells.

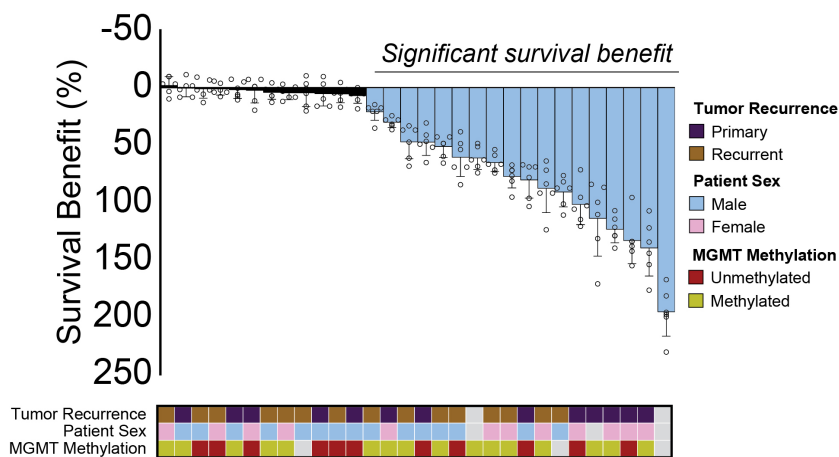
In vivo studies showed that total ERAS-801 concentration was present in the brain by a factor of 3.7x relative to plasma, and its unbound concentration in the brain was 1.2x higher than in plasma. This high CNS penetration translated into enhanced in vivo survival benefit, which was observed in the EGFRvIII-mutated patient-derived glioma model GBM39. In this study, ERAS-801 significantly extended the survival of mice at 10 mg/kg, 25 mg/kg, and 75 mg/kg doses relative to vehicle control (p-value < 0.05). In this model, ERAS-801 achieved a significantly greater survival benefit than comparator EGFR inhibitors, osimertinib, lapatinib, and erlotinib, demonstrating its BIC potential as an EGFR inhibitor in GBM (p-value < 0.05). ERAS-801 was more extensively characterized in 30 patient-derived glioma models that were intended to capture the heterogeneity of GBM. In this model set, ERAS-801 showed significant survival benefit and TGI in 93% of 14 patient-derived glioma models that harbored EGFR amplifications +/- EGFRvIII and extracellular domain EGFR mutations. In the 16 patient-derived glioma models that were not EGFR mutant, ERAS-801 achieved a significant survival benefit and TGI in 31% of models (p-value < 0.05). These preclinical in vivo data highlight ERAS-801's potent CNS activity against EGFR-mutated GBM, which comprises up to 60% of all GBM.

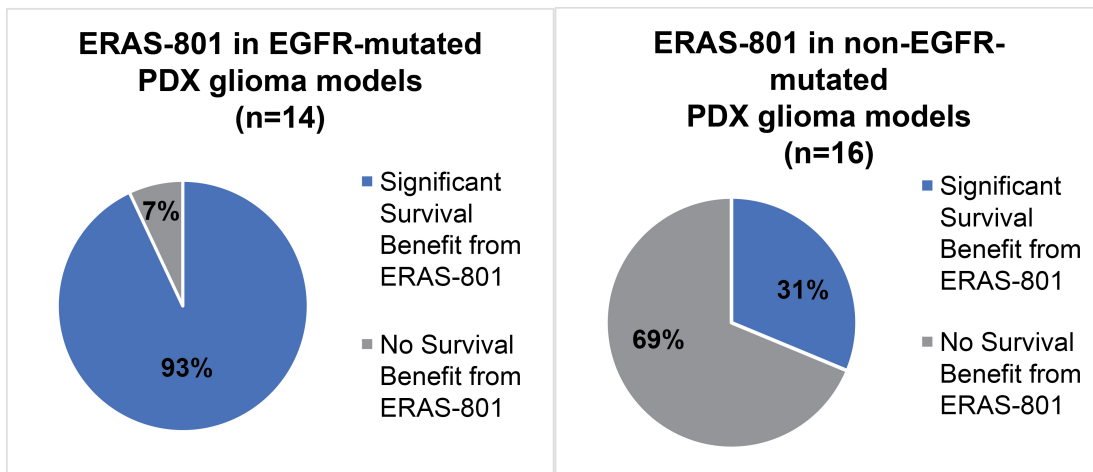


ERAS-801 showed dose-dependent survival benefit in the in vivo GBM PDX model GBM39, which harbored the EGFRvIII splice variant and was EGFR amplified.



ERAS-801 showed superior survival benefit to erlotinib, lapatinib, and osimertinib in the patient-derived EGFR amplified and EGFR vIII-mutated GBM model, GBM39. Erlotinib, lapatinib, and osimertinib were dosed so that they achieved human equivalent exposures. ERAS-801 was dosed at 25 mg/kg QD, 3x below its MTD of 75 mg/kg QD.





ERAS-801 was evaluated at 25 mg/kg QD in 30 patient-derived glioma models. This patient-derived glioma model set was intended to capture the heterogeneity of GBM by encompassing a variety of disease stages (e.g., primary or recurrent), patient sex, and MGMT methylation status. In this model set, ERAS-801 treatment resulted in significant survival benefit in 93% of patient-derived glioma models that harbored an EGFR alteration, which included EGFR amplification, EGFRvIII splice variant, and/or EGFR ECD mutation (n=14 total models). In contrast, ERAS-801 treatment resulted in significant survival benefit in 31% of models that did not harbor an EGFR amplification, EGFRvIII, or EGFR extracellular domain mutation. Survival benefit associated with a p-value < 0.05 was considered significant.

Development strategy for ERAS-801

We believe that ERAS-801 could provide benefit to approximately 125,000 patients with newly diagnosed GBM worldwide per year. GBM is a difficult-to-treat, aggressive cancer that can occur in the brain or spinal cord. Current therapy consists primarily of surgical resection of the tumor, followed by radiation and chemotherapy. Once GBM recurs, therapeutic options for patients are limited. EGFR amplifications and mutations are detected in up to 60% of GBM cases and are generally indicative of poor prognosis. In the fourth quarter of 2021, our IND was cleared by FDA to proceed with a Phase 1 clinical trial of ERAS-801. In February 2022, we dosed the first patient in our THUNDERBOLT-1 Phase 1 clinical trial in recurrent GBM that will evaluate the safety, PK, and PD effects of ERAS-801 as a single agent. Preliminary evaluation of anti-tumor activity will also be performed in patients who have tumors harboring alterations in EGFR. We anticipate reporting initial Phase 1 data in the second half of 2023.

ERAS-3490: our CNS-penetrant KRAS G12C inhibitor program

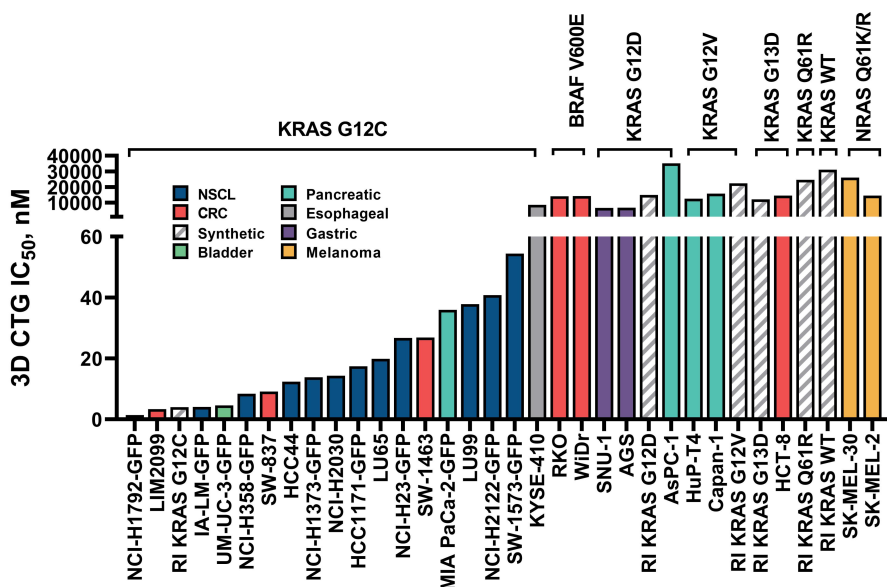
RAS proteins are the most frequently mutated oncoproteins, with KRAS being the most abundantly expressed RAS isoform. Despite decades of research focused on KRAS as a target of interest in oncology, it was generally deemed to be undruggable until 2013, when Dr. Shokat and his colleagues at UCSF identified a new binding pocket, the "switch II pocket" (S-IIP), via crystallography studies. Importantly, they also described the discovery of small molecules that irreversibly bound to this pocket on KRAS G12C – a finding that turned an undruggable target into a druggable one.

This historic discovery spurred multiple companies to develop KRAS G12C inhibitors, including the recently approved sotorasib and others that are currently in clinical trials. While single agent activity to date has been most promising in NSCLC, opportunities remain for improvement in CNS penetration to be able to address the propensity of NSCLC to metastasize to the brain. Worldwide, KRAS G12C mutations affect approximately 350,000 patients with cancer, with NSCLC comprising two-thirds of these patients, and CRC one-sixth of these patients. NSCLC has the highest rate of CNS metastases, and the CNS is a site of progression in approximately 25% to 50% of patients on standard of care therapies. Hence, we believe a CNS-penetrant KRAS G12C inhibitor, either as a monotherapy or in combination therapies, would represent an important advance in maintaining systemic disease control, prolonging response, and preventing CNS progression. In preclinical in vivo experiments, approved KRAS G12C inhibitors sotorasib and adagrasib (together, the reference compounds) were poorly CNS-penetrant, detectable in the CNS at less than 10% of the plasma level. We have been designing and optimizing KRAS G12C inhibitors that have shown comparable or superior anti-tumor activity to the reference compounds and robust ability to cross the blood-brain barrier (BBB) in order to address this key limitation.

Preclinical profile of ERAS-3490 and other pre-candidates

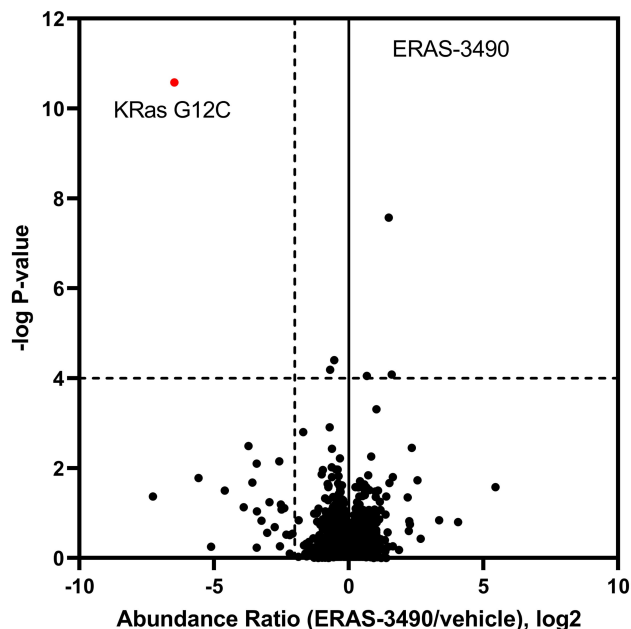
Our team discovered a novel scaffold that binds the S-IIP in a different configuration which allows us to optimize potency while also enabling high CNS penetration.

ERAS-3490 was derived from this novel scaffold and potently inhibited the proliferation of 17 KRAS G12C cell lines with IC50s ranging from 1.4 nM to 82 nM. These values were comparable to reference compounds, which showed IC50s ranging from 2 nM to 35 nM in the same cell line panel.



ERAS-3490 effects on 3D cell viability (5 days post treatment) and proliferation across a panel of KRAS G12C and non-KRAS G12C cell lines. ERAS-3490 exhibited >7,000-fold selectivity for KRAS G12C versus KRAS WT by comparison of 3D CTG IC50 values from synthetic cell lines harboring these respective mutations (RI KRAS WT : RI KRAS G12C) and >950-fold selectivity when comparing all non-KRAS G12C cell lines to all KRAS G12C-harboring cell lines.

ERAS-3490 was also a highly selective inhibitor of KRAS G12C, which is supported by ERAS-3490 adducting with only one other peptide when incubated for 4 hours in the KRAS G12C-mutated cell line NCI-H358. The figure below shows that KRAS G12C was strongly (x-axis) and significantly depleted (y-axis) when incubated with ERAS-3490, indicating that it strongly and selectively bound to KRAS G12C.

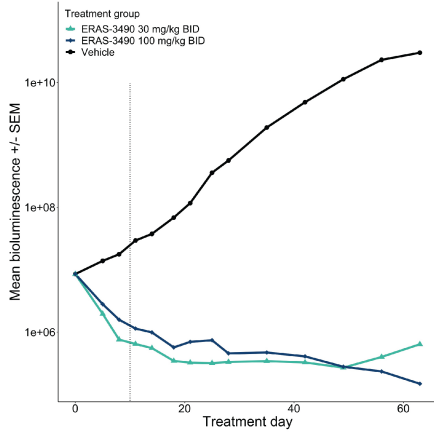


ERAS-3490 selectively bound to KRAS G12C protein in cell-based Cysteine Enrichment Proteome (CEP) assays. This assay quantifies the covalent binding activity of cysteine-targeting compounds, like ERAS-3490, after being incubated with NCI-H358 cells for 4 hours at 1 μ M. The depletion of cysteine-containing proteins in the compound treatment sample relative to vehicle treatment indicates that the compound is covalently binding to that peptide. The x-axis represents the magnitude of protein depletion, and the y-axis represents the significance of depletion. The only protein that was significant depleted by ERAS-3490 was KRAS G12C (p -value < 1.0e-4), marked in red.

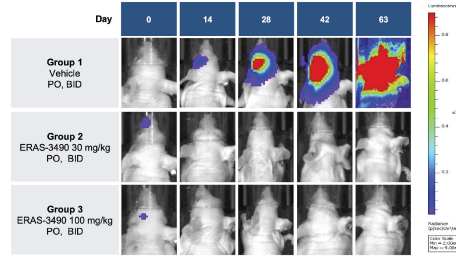
In an exploratory intracranial KRAS G12C NSCLC CDX NCI-H1373 model in panel (A) of the figure below, ERAS-3490 demonstrated that its superior physicochemical properties and PK profile enabled it to significantly inhibit growth at two doses in an intracranial KRAS G12C CDX study. Representative images of this study in Panel (B) demonstrate ERAS-3490's ability to reduce intracranial tumors to near undetectable levels. In panel (C), ERAS-3490 outperformed a reference compound in anti-tumor activity in another intracranial CDX study, both at the initial dose of 100 mg/kg QD for the first nine days and upon lowering the dose to 30 mg/kg for the remainder of the study. In panel (D), ERAS-3490 demonstrated comparable to superior anti-tumor activity at two different doses relative to a reference compound in a subcutaneous pancreatic cancer model (MIA PaCa-2).

The PK/PD profile help explain why ERAS-3490 outperforms a reference compound in the intracranial model with its superior PK profile, with high oral bioavailability (mean plasma AUC_{0-last} of 21,606 ng*h/g vs. 10,065 ng*h/g) and high brain bioavailability (mean brain AUC_{0-last} of 1985 ng*h/g vs. ND) at the 30 mg/kg dose. In these in vivo studies, ERAS-3490 was well tolerated, as body weights remained constant across all in vivo studies.

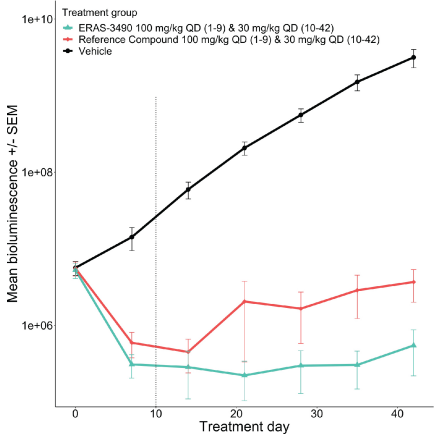
A. ERAS-3490 BID TGI in intracranial KRAS G12C NSCLC CDX NCI-H1373



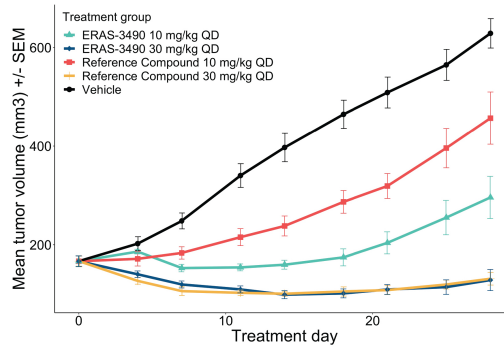
B. ERAS-3490 QD TGI in intracranial KRAS G12C NSCLC CDX NCI-H1373



C. ERAS-3490 QD TGI in intracranial KRAS G12C NSCLC CDX NCI-H1373



D. ERAS-3490 TGI in subcutaneous KRAS G12C pancreatic cancer CDX MIA PaCa-2



(A) ERAS-3490 was dosed BID in an intracranially injected and luciferase labeled KRAS G12C-mutated CDx model, NCI-H1373. ERAS-3490 was dosed at both 30 mg/kg BID and 100 mg/kg BID. ERAS-3490 significantly inhibited tumor growth relative to vehicle control (p -value < 0.01). (B) Representative bioluminescence images of mice from the same study shown in Panel A. (C) ERAS-3490 and a reference compound were dosed QD in an intracranially injected and luciferase labeled KRAS G12C-mutated CDX model, NCI-H1373. All compounds were dosed at 100 mg/kg QD on days 1-9 and then at 30 mg/kg QD on days 10-42. ERAS-3490 significantly inhibited tumor growth relative to vehicle control (p -value < 0.01). (D) ERAS-3490 and a reference compound were dosed in a KRAS G12C inhibitor sensitive pancreatic cancer CDX, MIA PaCa-2, for 28 days. ERAS-3490 significantly inhibited tumor growth at both 30 mg/kg QD (p -value < 0.01) and 100 mg/kg QD (p -value < 0.001) relative to vehicle control. ERAS-3490 showed minimal body weight change at doses up to 100 mg/kg QD, demonstrating good tolerability.

We believe ERAS-3490 is the only KRAS G12C inhibitor specifically designed to cross the BBB. We nominated ERAS-3490 as our DevCan in June 2021, and in December 2022, the FDA cleared the IND for ERAS-3490.

Development strategy for ERAS-3490

We plan to develop ERAS-3490 initially as a monotherapy in KRAS G12C-mutated NSCLC. This clinical study, AURORAS-1, conducted alone or with a partner, will evaluate the hypothesis that improved CNS penetration will enhance clinical activity, broaden the patient population, prolong response, delay disease progression, and extend survival. Opportunities for potential combination therapies to be developed in NSCLC and other solid tumors, such as CRC and pancreatic cancer, also exist. We anticipate a Phase 1 data readout from AURORAS-1 in 2024.

Our RAS-GTP franchise

Over 2 million patients annually worldwide are affected by RAS mutations other than KRAS G12C. Like KRAS G12C, these mutations hyperactivate RAS/MAPK pathway signaling by diminishing RAS's ability to transition from the active to the inactive state. Nearly 700,000 of these 2 million patients are affected by tumors that harbor KRAS G12D, which is the most prevalent KRAS mutation. This mutation results in hyperactive RAS/MAPK pathway signaling and is frequently observed in NSCLC, CRC, endometrial cancer, and pancreatic cancer. Targeting non-G12C RAS mutations (the focus of our RAS-GTP franchise, including ERAS-4 and ERAS-2/3) is more challenging than targeting KRAS G12C because: (1) KRAS G12D and other non-G12C RAS mutations are more commonly found in the active RAS-GTP state; (2) non-G12C mutations do not have a mutant-specific site for irreversible inhibitor binding; and (3) these mutations alter the conformation dynamics of RAS, hindering the ability of small molecules to target the same binding site as KRAS G12C inhibitors, S-IIP.

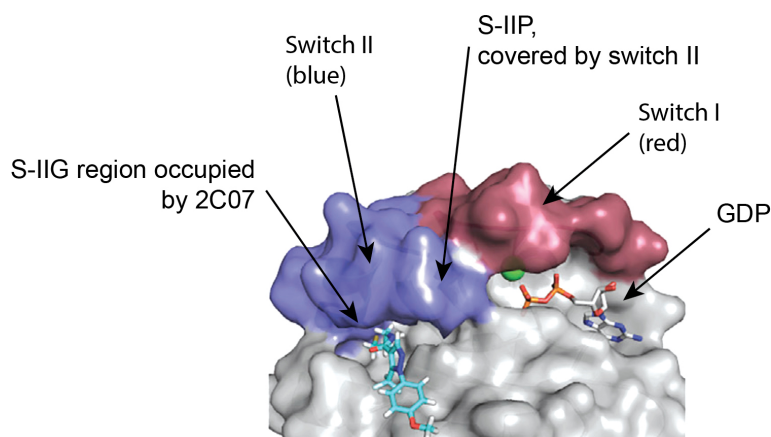
ERAS-4: our KRAS G12D program

Our ERAS-4 program endeavors to develop small molecules that potently and selectively bind KRAS G12D. When bound to KRAS G12D, these inhibitors will prevent RAS-mediated signaling by locking KRAS G12D in the inactive GDP-bound state and/or obstructing KRAS G12D's ability to bind downstream effector proteins, such as BRAF and CRAF. We are accelerating advancement of this program by leveraging our in-house chemistry, biology, and structural biology expertise gained from working on our RAS-GDP and other RAS-GTP programs. We have generated molecules with low nanomolar IC50 potency against KRAS G12D in the biochemical RAS-cRAF binding assay and high selectivity vs. KRAS wildtype. We are further optimizing these molecules for oral bioavailability.

ERAS-2/3: our other RAS-GTP programs

Our ERAS-2/3 program is focused on the development of small molecule inhibitors that target a novel region on RAS called the "switch II groove" (S-IIG). Unlike the S-IIP, the S-IIG is accessible in both the GDP-bound and GTP-bound states of RAS, making it a robust binding region across multiple RAS mutants.

Dr. Shokat identified a new binding site called S-IIG, as shown in the figure below. The original S-IIP that was the binding site for KRAS G12C inhibitors is present in the RAS-GDP state only. When RAS cycles to the RAS-GTP state, the S-IIP becomes obscured by switch II. Unlike the S-IIP, the S-IIG is not obscured by switch II, which enables small molecules to access the S-IIG independently of the phosphorylation state of the bound guanosine. Therefore, S-IIG is present in both the RAS-GTP and RAS-GDP states. Disruption of these switch regions can inhibit RAS signaling since GTP-bound RAS binds to effector proteins at these switch regions. We entered into an exclusive worldwide license agreement with UCSF for certain intellectual property derived from Dr. Shokat's work related to RAS-GTP, which guides our ERAS-2/3 programs.



The small molecule tool compound binds to the S-IIG region on GDP-bound KRAS M72C in this surface representation of RAS. The S-IIG is less obstructed by switch II, and this feature allows small molecules to bind to the S-IIG independently of the phosphorylation state of the bound guanosine. Unlike S-IIG, access to S-IIP is influenced by the phosphorylation state of the bound guanosine. Most selective KRAS G12C inhibitors in development bind to the S-IIP. Switch II is flexible in the GDP-bound state, allowing small molecule inhibitors to access the S-IIP. In the GTP-bound state, switch II rigidly folds over the S-IIP and occludes access to the S-IIP, thereby preventing most selective KRAS G12C inhibitors from accessing the S-IIP. Binding of GDP to RAS is coordinated by a magnesium ion, shown in green.

ERAS-5: our ULK program

The ULK1 and ULK2 kinases are key regulators of the metabolic process known as autophagy. Under physiological conditions, cells utilize autophagy to recycle cellular components, breaking down older components that may be malfunctioning due to age and stress into subunits that are combined to form new components. This process can act as a survival mechanism during stress, such as nutrient starvation, by enabling cells to break down non-critical cellular components to support critical functions. Autophagy can be upregulated in tumor cells where RAS/MAPK pathway signaling is inhibited, acting as an escape route mechanism by preventing tumor cell death.

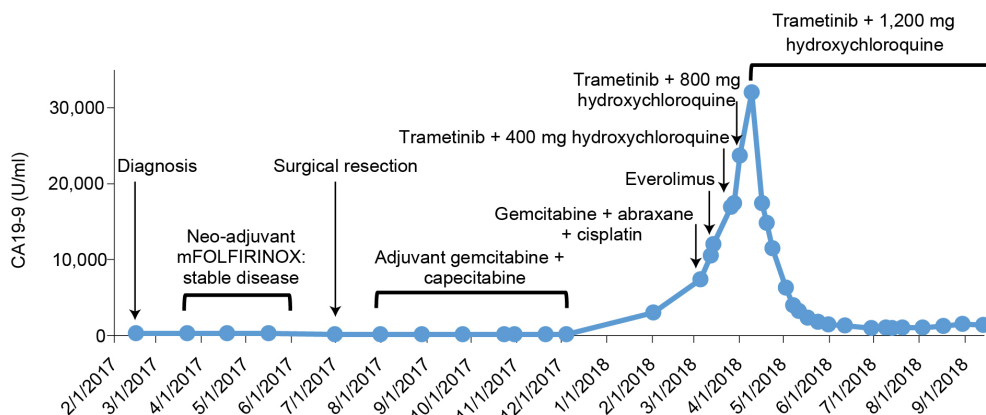
To pursue our therapeutic strategy of targeting escape routes, our ERAS-5 program is focused on developing potent, selective inhibitors of ULK1/2 so that we can further boost tumor cell death in combination with our RAS/MAPK pathway inhibitors. We have generated multiple promising ERAS-5 compounds that showed strong biochemical and cellular potency and selectivity.

As an example, our proprietary ERAS-5 compound, ERAS-8396, potently inhibited ULK1 and ULK2 kinases with single digit nanomolar biochemical IC₅₀s and showed greater than 640x biochemical selectivity against AMPK. AMPK is a master cellular metabolic regulator and a frequent off-target kinase for other ULK inhibitors with published structures. This compound also potently binds to ULK1 in cells with a 6 nM IC₅₀ as measured by a cell-based target engagement assay. This potent binding inhibits ULK from signaling directly downstream, as measured by pATG14 inhibition (ATG14 is a direct substrate of ULK1/2), and inhibits the autophagy pathway, as measured by LC3-GFP. The LC3-GFP assay quantifies autophagosomes in the cells via fluorescent microscopy. In this assay, higher numbers of autophagosomes are associated with higher levels of autophagy.

Compound ID	Biochemical IC ₅₀ (nM)			Cellular TEA IC ₅₀ (nM) in HEK293 cells	pATG14 IC ₅₀ (nM) in A549 cells	LC3-GFP IC ₅₀ (nM) in U2OS reporter cells
	ULK1	ULK2	AMPK			
ERAS-8396	1.3	1.8	1157	6	54	70

Table of biochemical and cell-based attributes of ERAS-8396. Potency against ULK and a key off-target kinase, AMPK, were assessed biochemically. Cellular direct binding to ULK1 was measured by a target engagement assay (TEA). Cellular inhibition of the autophagy pathway was assayed by pATG14, a direct substrate of ULK1/2, and LC3-GFP, an assay that quantifies autophagosomes in the cell, which is an indicator of autophagy activity.

We believe that agents targeting the RAS/MAPK pathway could benefit from combination with an ULK1/2 inhibitor, addressing up to 2.6 million patients with cancer annually worldwide. This includes over 400,000 patients with RAS-mutated pancreatic cancer since pancreatic cancer tumors have upregulated RAS/MAPK pathway signaling and autophagy may already be upregulated due to these tumors growing in nutrient poor environments. As shown below, a promising clinical case report showed that combining a non-specific autophagy inhibitor, hydroxychloroquine, with a RAS/MAPK pathway inhibitor, trametinib, meaningfully reduced tumor burden in a patient with metastatic pancreatic cancer. The patient's level of CA19-9, a blood-based marker of overall tumor burden, rapidly decreased upon initiation of this combination therapy and remained low through 5 months of treatment. This patient had previously progressed on multiple chemotherapy regimens and an mTOR inhibitor, everolimus.



In a patient with metastatic pancreatic cancer, the combination of an autophagy inhibitor, hydroxychloroquine, with a RAS/MAPK pathway inhibitor, trametinib, resulted in a steep reduction of overall tumor burden as represented by a decrease in CA19-9. Higher tumor burden levels are shown as higher concentrations of CA19-9. The x-axis represents dates within the patient's treatment journey and the y-axis is the detected concentration of CA19-9. Prior to initiation of trametinib and hydroxychloroquine treatment, the patient was treated with chemotherapy regimens mFOLFIRINOX (folinic acid [leucovorin], fluorouracil, irinotecan, and oxaliplatin), gemcitabine, and capecitabine, and gemcitabine, abraxane, and cisplatin. After progressing on the gemcitabine, abraxane, and cisplatin triplet, the patient was treated with an mTOR inhibitor, everolimus. The patient progressed on everolimus and was then treated with trametinib at 2 mg QD in combination with escalating doses of hydroxychloroquine up to 1,200 mg QD. The combination of trametinib at 2 mg QD with hydroxychloroquine at 1,200 mg resulted in a significant decrease in overall tumor burden that continued through 5 months of treatment.

ERAS-9: our SOS1 program

SOS1 is a protein that binds to RAS and enables it to transition from the inactive RAS-GDP state to the active RAS-GTP state. RAS proteins bind GDP tightly, and a cofactor, such as a SOS1, is required to facilitate RAS's release of GDP followed by its binding to GTP. Without this cofactor, RAS will accumulate in the inactive state as active state RAS hydrolyzes bound GTP. We are developing small molecule inhibitors in our ERAS-9 program that obstruct SOS1-RAS binding and thereby prevent RAS from cycling to the active RAS-GTP state. SOS1-RAS inhibition can prevent RAS activation mediated by upstream signaling (e.g., via EGFR activation) and can be combined with downstream RAS/MAPK pathway inhibitors to potentially address RAS and RAF mutations that result in constitutive RAS/MAPK pathway signaling. SOS1-RAS inhibitors can address as many as 4.9 million patients with cancer who harbor RAS/MAPK pathway activating mutations annually worldwide either as a monotherapy or in combination therapies.

ERAS-10: our protein degrader program

We are exploring protein degradation as an alternative mechanism to complement our approach of enzymatically inhibiting oncogenic proteins. Degradation molecules bind to a target oncogenic protein and cellular machinery that label proteins for degradation. Within proximity of each other, the degrader machinery labels the target protein through a process called ubiquitination, and the labeled protein is degraded. Degradation can offer advantages over enzymatic inhibitors, such as the ability of a single degrader molecule to tag many copies of the target oncoprotein for degradation and the ability of a degrader to more effectively inhibit the function of non-enzymatic proteins. We think this approach will allow us to target a broader range of proteins within the RAS/MAPK pathway and may help us more effectively target a subset of oncogenic proteins than via enzymatic inhibition alone. We have generated degraders that have demonstrated in vivo PoC activity. We are further optimizing those for potency and drug metabolism and pharmacokinetics properties.

ERAS-11: our MYC program

MYC is a transcription factor that is mutated in 40% of cancers, affecting approximately 7.7 million patients with cancer annually worldwide. These mutations promote cancer by hyperactivating MYC and/or its protein dimerization partners (e.g., MAX). Inhibiting MYC by disrupting its ability to dimerize with other proteins or bind DNA has been pursued for over 20 years but has not yet been successful. We are exploring novel approaches to targeting MYC utilizing our internal discovery expertise complemented with partnerships to overcome the challenges that have prevented the successful development of MYC protein inhibitors.

ERAS-12: our EGFR D2/D3 bispecific antibody program

Inhibition of wildtype EGFR signaling mediated by overexpression of EGFR has shown promise in treating various tumors, including HNSCC and CRC. In tumors where overexpression of EGFR is thought to be the primary driver of EGFR signaling, an antibody-based approach is the most effective way to target the receptor, and approved antibodies have demonstrated good tolerability as well as activity by inhibiting EGFR activation and mediating antibody-dependent cellular cytotoxicity, a process by which the antibody alerts the immune system to attack the bound tumor cell. However, all approved anti-EGFR antibodies target domain III (D3) only, which is the inactive conformation of wildtype EGFR, and no approved antibodies target domain II (D2), which is the active, ligand binding, conformation of wildtype EGFR. Antibodies targeting D2 are expected to be more effective when epidermal growth factor (EGF) or other members of the EGF family are overexpressed.

We are developing a bispecific antibody that is active against both the inactive and active conformations of wildtype EGFR.

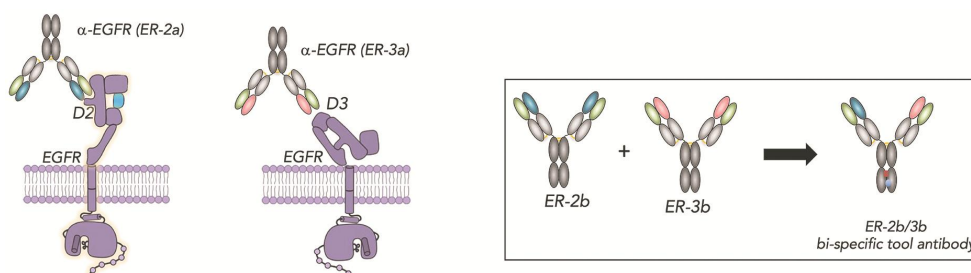
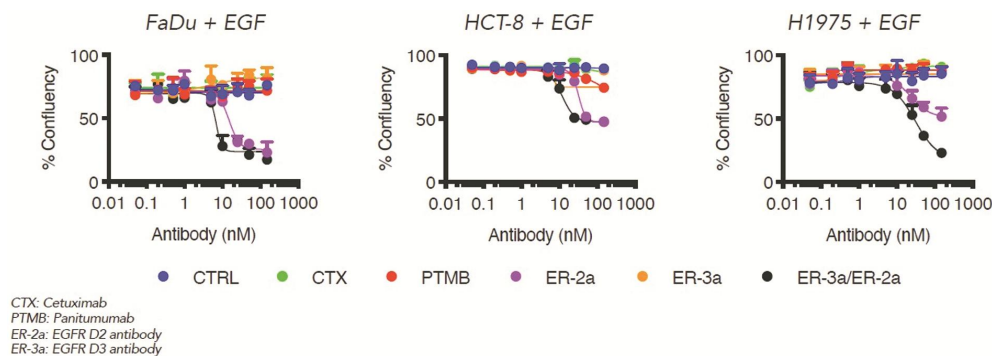


Diagram (A) visualizes the EGFR antibody ER-2a binding to the extracellular domain II of EGFR wildtype (purple), which is accessible when EGFR is in the active state. EGFR assumes an active state conformation when its ligand is bound (the bound ligand is shown in blue). Diagram (B) visualizes the EGFR antibody ER-3a binding to the extracellular domain III of EGFR wildtype (purple), which is accessible when EGFR is in the inactive state. In the rectangle, the portion of ER-2b that recognizes domain II of EGFR and the portion of ER-3b that recognizes domain III of EGFR are combined into a bispecific antibody that binds EGFR in both states.

By binding to EGFR in the active D2 state, our D2/D3 bispecific antibody can likely better prevent EGFR dimerization and can potentially achieve higher levels of EGFR inhibition than currently approved EGFR antibodies. Achieving a higher level of EGFR inhibition may better control tumor growth and delay the emergence of resistance mechanisms involving EGFR that spends more time in the active conformation.

Targeting D2 via the ER-3a/2a and ER-2a antibodies show a concentration-dependent inhibition of cancer cell proliferation.



The bispecific antibody ER-3a/ER-2a and EGFR active state-binding antibody ER-2a inhibited cell growth in FaDu, an HNSCC cell line, and HCT-8, a CRC cell line, and the NSCLC cell line H1975. FaDu and HCT-8 expressed wildtype EGFR and H1975 expressed EGFR with two kinase domain mutations, L858R and T790M. EGFR's ligand, EGF, was added to these cells to further stimulate EGFR activity and model environments where EGF is expressed. As expected, only the two antibodies that recognized the active state of EGFR, ER-3a/ER-2a, inhibited the proliferation of all three cell lines, as indicated by a reduced confluency percentage.

Our acquisition and license agreements

Novartis

In December 2022, we entered into an exclusive license agreement (the Novartis Agreement) with Novartis under which we were granted an exclusive, worldwide, royalty-bearing license to certain patent and other intellectual property rights owned or controlled by Novartis to develop, manufacture, use, and commercialize naporafenib in all fields of use. We have the right to sublicense (through multiple tiers) our rights under the Novartis Agreement, subject to certain limitations and conditions, and are required to use commercially reasonable efforts to commercialize licensed products in certain geographical markets.

The license granted under the Novartis Agreement is subject to Novartis' reserved right to: (i) develop, manufacture, use, and commercialize compounds unrelated to naporafenib under the licensed patent rights and know-how, (ii) use the licensed patent rights and know-how for non-clinical research purposes, and (iii) use the licensed patent rights and know-how to the extent necessary to perform ongoing clinical trials and its obligations under existing contracts and under the Novartis Agreement.

Under the Novartis Agreement, we made an upfront cash payment to Novartis of \$20 million and issued 12,307,692 shares of our common stock to Novartis. We are obligated to make future regulatory milestone payments of up to \$80 million and sales milestone payments of up to \$200 million. We are also obligated to pay royalties on net sales of all licensed products, in the low-single digit percentages, subject to certain reductions.

The Novartis Agreement will expire upon the last to expire royalty term, which is determined on a licensed product-by-licensed product and country-by-country basis, and is the later of: (i) ten years from the date of first commercial sale for the licensed product in such country, (ii) the last to expire valid claim within the licensed patent rights covering such licensed product, or (iii) the expiration of all regulatory exclusivity for the licensed product in such country. Upon expiration of the Novartis Agreement, on a licensed product-by-licensed product and country-by-country basis, we will have a fully paid-up, perpetual, and irrevocable license to develop, manufacture, use, and commercialize the licensed products.

The Novartis Agreement may be terminated in its entirety by either party in the event of an uncured material breach by the other party. Novartis may terminate the Novartis Agreement upon written notice in the event we become subject to specified bankruptcy, insolvency, or similar circumstances. We may terminate the Novartis Agreement in its entirety at any time upon the provision of prior written notice to Novartis.

Upon termination of the Novartis Agreement for any reason, all rights and licenses granted to us will terminate. In addition, upon termination of the Novartis Agreement for any reason other than its natural expiration, Novartis has an option to negotiate a license under any patent rights, know-how, or other intellectual property rights relating to the licensed products that are owned or controlled by us for the purpose of developing, manufacturing and commercializing the licensed products on terms to be negotiated between the parties.

Asana BioSciences

In November 2020, we entered into an agreement and plan of merger with Asana and ASN Product Development, Inc. (ASN) (the Asana Merger Agreement), pursuant to which ASN became our wholly-owned subsidiary. Asana and ASN had previously entered into a license agreement, which was amended and restated prior to the closing of the merger transaction (the Asana License Agreement, and collectively with the Asana Merger Agreement, the Asana Agreements), pursuant to which ASN acquired an exclusive, worldwide license to certain intellectual property rights relating to inhibitors of ERK1 and ERK2 owned or controlled by Asana to develop and commercialize ERAS-007 and certain other related compounds for all applications. We have the right to sublicense (through multiple tiers) the licensed rights under the Asana Agreements, subject to certain conditions. The foregoing license is subject to Asana's non-exclusive right to practice the licensed rights to research and conduct preclinical pharmacology activities with a specified combination of compounds, subject to certain specified conditions. Pursuant to the Asana License Agreement, neither Asana nor ASN can directly or indirectly exploit certain classes of competing products, subject to specified exceptions. In addition, we are required to use commercially reasonable efforts to develop and obtain regulatory approval for ERAS-007 in the United States, at least one major market country in Europe, and either China or Japan.

Under the Asana Merger Agreement, we made an upfront payment of \$20 million and issued 4,000,000 shares of our Series B-2 convertible preferred stock to Asana. In connection with our IPO, these shares of Series B-2 convertible preferred stock were converted into 3,333,333 shares of our common stock. We are obligated to make future development and regulatory milestone cash payments for a licensed product in an amount of up to \$90 million. Additionally, upon achieving a development milestone related to demonstration of successful proof-of-concept in a specified clinical trial, we will be required to issue 3,888,889 shares of our common stock to Asana. We are not obligated to pay royalties on the net sales of licensed products.

Upon our payment to Asana of all merger consideration, including upfront cash and equity payments, the milestone payments, the equity payment related to the proof-of-concept development milestone, and all other development milestone payments, with the exception of a specific milestone that does not need to be achieved at such time and will remain subject to payment in the event that such milestone occurs at a later time, all licensed rights will become fully paid-up, perpetual, and irrevocable. The License Agreement may be terminated by either Asana or us in the event of an uncured material breach by the other party. Asana also has the right to terminate the Asana License Agreement if we fail to engage in material activities in support of clinical development and commercialization of ERAS-007 for a period of 12 consecutive months, excluding reasons outside of our reasonable control and subject to certain limitations. However, Asana's right to terminate the Asana License Agreement for any reason ends once we have paid to Asana all merger consideration, or if Asana's equity interest in us is publicly traded and exceeds a certain threshold value. We may terminate the Asana License Agreement at any time upon the provision of prior written notice to Asana.

NiKang Therapeutics

In February 2020, we entered into a license agreement (the NiKang Agreement) with NiKang Therapeutics, Inc. (NiKang) under which we were granted an exclusive, worldwide license to certain intellectual property rights owned or controlled by NiKang related to certain SHP2 inhibitors to develop and commercialize ERAS-601 and certain other related compounds for all applications. We have the right to sublicense (through multiple tiers) our rights under the NiKang Agreement, subject to certain conditions, and are required to use commercially reasonable efforts to develop and commercialize licensed products. The parties are obligated to negotiate in good faith for a certain period of time to grant NiKang the exclusive commercial distribution rights in greater China once a licensed product reaches a certain development stage.

Under the NiKang Agreement, we made an upfront payment of \$5 million to NiKang and reimbursed NiKang \$0.4 million for certain initial manufacturing costs. In addition, we paid an additional \$7 million after publication of a US patent application that covered the composition of matter of ERAS-601. We are also obligated to pay (i) development and regulatory milestone payments in an aggregate amount of up to \$16 million for the first licensed product, of which \$4.0 million was paid in January 2021, and \$12 million for a second licensed product, and (ii) commercial milestone payments in an aggregate amount of up to \$157 million for the first licensed product and \$151 million for a second licensed product. We are also obligated to: (i) pay tiered royalties on net sales of all licensed products in the mid-single digit percentages, subject to certain reductions; and (ii) equally split net sublicensing revenues earned under sublicense agreements that we enter into with any third party before commencement of the first Phase I clinical trial for a licensed product.

The NiKang Agreement will expire upon the last to expire royalty term, which is determined on a licensed product-by-licensed product and country-by-country basis, and is the later of: (i) ten years from the date of first commercial sale, (ii) the last to expire valid claim within the licensed patent rights covering such licensed product, or (iii) the expiration of all regulatory exclusivity for the licensed product in such country. Upon expiration of the NiKang Agreement, on a licensed product-by-licensed product and country-by-country basis, we will have a fully paid-up, non-exclusive license to conduct research and to develop and commercialize the licensed products.

The NiKang Agreement may be terminated in its entirety by NiKang in the event of our uncured material breach, which includes our failure to use commercially reasonable efforts to satisfy certain specified clinical development diligence milestones. In addition, NiKang may terminate if we, directly or indirectly, commence a legal action challenging the validity or enforceability of any licensed patents. Further, if we acquire more than 50% of the equity or assets of a company that owns a competing small molecule that is designed to prevent the same target as set forth in the NiKang Agreement from switching to an enzymatically active state, then we must either divest such competing product or terminate the NiKang Agreement. We may terminate the NiKang Agreement at any time upon the provision of prior written notice to NiKang. Upon termination of the NiKang Agreement for any reason, all rights and licenses granted to us, as well as any sublicenses that we granted thereunder, will terminate. In addition, upon any termination (but not expiration) of the NiKang Agreement and upon NiKang's request, the parties are obligated to meet and negotiate in good faith the terms of a license from us to NiKang to allow NiKang's continued development, manufacture, and commercialization of the licensed products.

Katmai Pharmaceuticals

In March 2020, we entered into a license agreement (the Katmai Agreement) with Katmai Pharmaceuticals, Inc. (Katmai) under which we were granted an exclusive, worldwide, royalty-bearing license to certain patent rights and know-how controlled by Katmai related to the development of small molecule therapeutic and diagnostic products that modulate EGFR and enable the identification, diagnosis, selection, treatment, and/or monitoring of patients for neuro-oncological applications to develop, manufacture, use, and commercialize ERAS-801 and certain other related compounds in all fields of use. We have the right to sublicense (through multiple tiers) our rights under the Katmai Agreement, subject to certain limitations and conditions, and are required to use commercially reasonable efforts to develop, manufacture, and commercialize licensed products and to meet certain specified development and launch milestones by certain dates. We are obligated to use commercially reasonable efforts to develop the licensed products first for use within the neuro-oncology field before expanding our development efforts to include other indications in the oncology field. Following the first achievement of a clinical proof-of-concept for any indication, we have the right to submit a non-binding offer to Katmai for: (i) the purchase of all licensed patent rights, know-how, and other assets owned by Katmai that are necessary or useful for the exploitation of the licensed products, or (ii) for the purchase of Katmai. Pursuant to the Katmai Agreement, neither Katmai nor we can directly or indirectly exploit certain specified classes of competing products.

The license granted under the Katmai Agreement is subject to The Regents of the University of California's reserved right to: (i) use the licensed patent rights and know-how for educational and non-commercial research purposes, and to publish results arising therefrom, and (ii) grant licenses to the licensed know-how to third parties without notice because the licensed know-how is non-exclusively licensed to Katmai by The Regents of the University of California. Further, the license granted under the Katmai Agreement is subject to the rights of the United States government under the Bayh-Dole Act, including: (i) a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced the invention claimed by the licensed patent rights throughout the world, and (ii) the obligation that any licensed products used or sold in the United States be manufactured substantially in the United States.

Under the Katmai Agreement, we made an upfront payment of \$5.7 million and Katmai agreed to purchase shares of our Series B-1 convertible preferred stock and Series B-2 convertible preferred stock having an aggregate value of \$2.7 million. In connection with our IPO, these shares of Series B-1 convertible preferred stock and Series B-2 convertible preferred stock were converted into 395,555 shares of our common stock, in the aggregate. We are obligated to make future development and regulatory milestone payments of up to \$26 million, of which \$2 million was paid in March 2022, and commercial milestone payments of up to \$101 million. We are also obligated to pay tiered royalties on net sales of each licensed product, at rates ranging from the mid- to high-single digit percentages, subject to a minimum annual royalty payment in the low six figures and certain permitted deductions.

Our royalty obligations and the Katmai Agreement will expire, on a licensed product-by-licensed product and country-by-country basis, on the earlier of: (i) the ten-year anniversary of the expiration of all valid claims included in the licensed patents covering the composition of matter or method of use of such licensed product in such country, or (ii) the twentieth anniversary of the first commercial sale of such licensed product in such country. Upon the expiration of the Katmai Agreement, we will have a fully paid-up and irrevocable license.

The Katmai Agreement may be terminated in its entirety by either party: (i) in the event of an uncured material breach by the other party, or (ii) in the event the other party becomes subject to specified bankruptcy, insolvency, or similar circumstances. Provided that we are in full compliance with the Katmai Agreement, we may terminate the Katmai Agreement upon written notice to Katmai. Upon termination of the Katmai Agreement for any reason, all rights and licenses granted to us thereunder will terminate. Upon termination of the Katmai Agreement, we are obligated, among other things, to: (i) grant an exclusive license to Katmai under all of our right, title and interest in all inventions and know-how developed under the Katmai Agreement existing at the time of termination that are specific to the licensed compounds or products, including without limitation all data and results related to their exploitation, and (ii) transfer to Katmai ownership and possession of all regulatory filings related to the licensed compounds and products. Unless the Katmai Agreement is terminated for our material breach, the parties will negotiate in good faith the financial terms pursuant to which the foregoing actions will be conducted, provided that our performance of such actions may not be conditioned upon the conduct or completion of such negotiations. If the parties are unable to agree upon such terms within the specified time period, then the parties will submit all unresolved matters for resolution by arbitration.

Emerge Life Sciences

In March 2021, we entered into an asset purchase agreement (the ELS Purchase Agreement) with EmERGE Life Sciences, Pte. Ltd. (ELS) wherein we purchased all rights, title, and interest (including all patent and other intellectual property rights) to ELS's EGFR antibodies directed against the EGFR domain II (EGFR-D2) and domain III (EGFR-D3) as well as a bispecific antibody where one arm is directed against EGFR-D2 and the other is directed against EGFR-D3 (the Antibodies). Under the ELS Purchase Agreement, we issued 500,000 shares of our common stock to ELS and made an upfront payment of \$2 million. We are not obligated to pay royalties on the net sales of products covered by the acquired intellectual property. Under the ELS Purchase Agreement, ELS is committed to performing certain studies on the Antibodies to assist in development activities, the costs of which shall be mutually agreed upon and for which we will be responsible.

Pursuant to the ELS Purchase Agreement, at any time between 12 months and 36 months after the effective date of the ELS Purchase Agreement, if we reasonably determine that none of the Antibodies should be taken into human clinical trials due to safety, efficacy or CMC issues, then we have the option to select another antibody developed and solely owned by ELS that is not the subject of a license, collaboration, or option to a third party (the Option). If we elect to exercise the Option, then ELS will provide us with a list of all available antibodies that meet the aforementioned requirements, and we have the right to select one antibody from the list. Upon our selection of an antibody, ELS will assign us all rights, title and interest to such antibody (including patent and other intellectual property rights) subject to any pre-existing obligations or restrictions. In the event that we wish to have ELS conduct any studies on such optioned antibody, then after mutual agreement as to the scope of the studies, we will be responsible for the cost for such studies.

LifeArc

In April 2020, we entered into a license agreement with LifeArc (the LifeArc Agreement) under which we were granted an exclusive, worldwide license to certain materials, know-how, and intellectual property rights owned or controlled by LifeArc to develop, manufacture, use, and commercialize certain ULK inhibitors for all applications. We also have the right to sublicense (through multiple tiers) our rights under the LifeArc Agreement, subject to certain conditions. The foregoing license is subject to LifeArc's retained non-exclusive, irrevocable, worldwide, sublicensable (to its academic collaborators), royalty-free right to use the licensed intellectual property rights within all fields of use for LifeArc's own non-commercial, non-clinical academic research. Notwithstanding its retained rights, LifeArc will not seek to develop or undertake any other ULK1/2 therapeutic development programs either in-house or via third parties until April 2025. We are required to use diligent efforts to achieve certain development and regulatory milestones with respect to submission of an IND, initiation of clinical trials, submission of a new drug application (NDA), and commencement of commercial sales.

Under the LifeArc Agreement, we were granted the license at no upfront cost and a period of three months after the effective date to conduct experiments on LifeArc's compounds. Upon completion of this initial testing period, we had the option to continue the license and make a one-time license payment of \$75,000 to LifeArc, which payment was subsequently made. We are obligated to make future development milestone payments for a licensed product of up to \$11 million and sales milestone payments of up to \$50 million. We are also obligated to pay royalties on net sales of all licensed products, in the low-single digit percentages, subject to certain reductions.

Our royalty obligations and the LifeArc Agreement will expire, on a licensed product-by-licensed product and country-by-country basis, on the later of: (i) ten years from the date of first commercial sale, and (ii) when there is no longer a valid patent claim covering such licensed product, or expiration of regulatory exclusivity for the licensed product in such country. Upon expiration of the LifeArc Agreement, all rights and licenses granted to us and under the LifeArc Agreement will continue on a fully paid-up basis.

The LifeArc Agreement may be terminated in its entirety by either LifeArc or us in: (i) the event of an uncured material breach by the other party, or (ii) in the event the other party becomes subject to an order by a court of competent jurisdiction for winding-up or dissolution or similar circumstances. Further, LifeArc may terminate the LifeArc Agreement by giving written notice to us if: (i) we fail to comply with our diligence obligations and fail to take remedial actions, (ii) we fail to agree on a mechanism to cure a persistent breach, or (iii) we fail to provide proof of the insurance coverage as required under the LifeArc Agreement. We may terminate the agreement at any time upon the provision of written notice to LifeArc.

Upon termination of the LifeArc Agreement for any reason, all rights and licenses granted to us, as well as any sublicenses we granted thereunder, will terminate. In addition, upon termination of the LifeArc Agreement for any reason other than its natural expiration or termination by us for LifeArc's material breach, LifeArc has an option to negotiate an exclusive, worldwide, sublicensable license to commercialize any patent rights, technical and clinical data, and any development results relating to the licensed products that are owned or controlled by us for the purpose of developing, manufacturing and commercializing the licensed products on terms to be negotiated between the parties.

University of California, San Francisco

In December 2018, we entered into a license agreement, as amended (the UCSF Agreement), with The Regents of the University of California, San Francisco (the Regents), under which we were granted an exclusive, worldwide, royalty-bearing license under certain patent rights claiming novel covalent inhibitors of GTP- and GDP-bound RAS for the development and commercialization of products covered by such patent rights for the prevention, treatment and amelioration of human cancers and other diseases and conditions. We have the right to sublicense (through multiple tiers) our rights under the UCSF Agreement, subject to certain conditions. The UCSF Agreement was amended in May 2021. The foregoing license is subject to various retained rights and restrictions, including: (i) the Regents' reserved right to make, use and practice the licensed patent rights and any technology relating thereto for educational and research purposes, (ii) Howard Hughes Medical Institute's non-exclusive, fully paid-up, irrevocable worldwide license to use the licensed patent rights for research purposes, (iii) Howard Hughes Medical Institute's statement of policy on research tools, and (iv) the obligations to the US government under the Bayh-Dole Act, including the obligation to report on the utilization of the invention covered by the licensed patent rights and a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced such invention throughout the world. We are required to use diligent efforts to proceed with the development and commercialization of licensed products including by achieving certain milestone events within the specified time periods.

Under the UCSF Agreement, we made upfront payments of \$50,000 to the Regents and pay the Regents an annual license maintenance fee, but such fee will not be due on any anniversary if, on that date, we are making royalty payments to the Regents. We are obligated to make future development and regulatory milestone payments of up to \$6.4 million and a sales milestone payment of \$2 million for either of the first two licensed products. We are also obligated to pay royalties on net sales of all licensed products in the low-single digit percentages, subject to a minimum annual royalty payment in the low six figures, commencing on the year of the first sale of a licensed product and continuing, on a licensed product-by-licensed product and country-by-country basis, until there are no valid claims of the licensed patent rights covering the licensed product in such country. Additionally, we are obligated to pay tiered sublicensing fees, with the first two tiers in the low-to-mid teen percentages and the third tier at 30%, on certain fees we receive from any sublicense that we grant, depending on the stage of development of a licensed product when such sublicense is granted. Prior to the execution of the amendment, we were obligated to make a cash payment to the Regents in the event of our initial public offering, a change of control transaction or a reverse merger (the Corporate Milestone). In the amendment, the amount of the cash payment payable upon our achievement of a Corporate Milestone was reduced and we agreed to issue the Regents 944,945 shares of our common stock, which issuance is not contingent upon the achievement of a Corporate Milestone and occurred in May 2021. In August 2021, following the achievement of the Corporate Milestone, we made a cash payment to the Regents in the amount of \$1.7 million.

The UCSF Agreement will expire upon the expiration of the last of the licensed patent rights. The UCSF Agreement may be terminated in its entirety by the Regents: (i) for our uncured breach, (ii) for our bankruptcy, or (iii) if we challenge, directly or indirectly, the validity or enforceability of any licensed patents. Further, if we fail to satisfy any diligence milestones, the Regents has the right and option to either terminate the UCSF Agreement or modify the exclusive license granted thereunder to a non-exclusive license. We may terminate the UCSF Agreement in its entirety or on a country-by-country basis at any time upon the provision of written notice to the Regents. Upon termination of the UCSF Agreement for any reason, all rights and licenses granted to us thereunder will terminate.

Commercialization

We intend to maintain exclusive worldwide development and commercialization rights to our product candidates (excluding programs in our pipeline that arise from an investment made by Erasca Ventures in a third party) and, if marketing approval is obtained, to commence commercialization activities by building a focused sales and marketing organization to sell our products on our own in the United States and potentially other regions such as Europe. We will likely seek commercialization partnerships for our product candidates in other regions beyond the United States and Europe. We currently have no sales, marketing, or commercial product distribution capabilities. We intend to build the necessary infrastructure and capabilities over time for commercialization in the United States and potentially other regions, following further advancement of our product candidates. Clinical data, the size of the addressable patient population, the size of the commercial infrastructure and manufacturing needs, and the status of our pipeline, may all influence or alter our commercialization plans.

Competition + Cooperation (“Coopetition”)

Although the biotechnology and pharmaceutical industries, and the oncology sector, are characterized by rapid evolution of technologies, fierce competition, and strong defense of intellectual property rights, we believe the most fearsome competitor of all is cancer itself. As such, we view other companies in this sector more as potential allies and collaborators than as competitors, as we all have a common cause: to defeat cancer. Many of the companies that are developing or marketing treatments for cancer, including major pharmaceutical and biotechnology companies that are working on therapies targeting the RAS/MAPK pathway, are companies with whom we endeavor to collaborate in our mission to erase cancer.

Collaborating with these companies alleviates some of the traditional challenges that emerging companies face with respect to financial resources, established presence in the market, expertise in research and development, manufacturing, preclinical and clinical testing, obtaining regulatory approvals and reimbursement, and marketing approved products. Similarly, recruiting and retaining qualified scientific and management personnel, establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, programs are challenges for all companies developing or marketing treatments for cancer.

That said, our commercial potential could be reduced or eliminated if other companies develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than products that we may develop. Other companies also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in these companies establishing a strong market position before we are able to enter the market or make our development more complicated.

There are numerous companies developing or marketing treatments for cancer, including many major pharmaceutical and biotechnology companies. These treatments consist of small molecule drug products, biologics, cell-based therapies, and traditional chemotherapy. There are also a number of pharmaceutical companies with product candidates in development that target the nodes involving the RAS/MAPK pathway. These include, among others, Amgen, AstraZeneca, Black Diamond Therapeutics, BioMed Valley Discoveries, Boehringer Ingelheim, BridgeBio, Bristol Myers Squibb, Deciphera Pharmaceuticals, Eli Lilly, Jacobio Pharmaceuticals (in collaboration with AbbVie), Janssen, Merck, Mirati Therapeutics, Novartis, Pfizer, Relay Therapeutics (in collaboration with Genentech), Revolution Medicines, Roche/Genentech, and Sanofi.

Intellectual property

We strive to protect the proprietary technology, inventions, and improvements that are commercially or strategically important to our business, including seeking, maintaining, and defending patent rights, whether developed internally or in-licensed/acquired from third parties. We also rely on trade secrets and know-how relating to our proprietary technology and product candidates and continuing innovation to develop, strengthen and maintain our proprietary position. We also plan to rely on data exclusivity, market exclusivity and patent term adjustments or extensions when available. Our commercial success will depend in part on our ability to obtain and maintain patent and other intellectual property protection for our proprietary technology, inventions and improvements; to preserve the confidentiality of our trade secrets; to defend and enforce our proprietary rights, including any patents or trademarks that we may own in the future; and to operate without infringing on the valid and enforceable patents and other proprietary rights of third parties. Intellectual property rights may not address all potential threats to our competitive advantage.

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

We cannot be sure that patents will be granted with respect to any of our pending patent applications or with respect to any patent applications we may own or license in the future, nor can we be sure that any of our existing patents or any patents we may own or license in the future will be useful in protecting our technology.

To cover our proprietary technologies and our current pipeline of proprietary product candidates and related methods, such as methods of use, we have issued patents and patent applications representing fifty-seven patent families. As of December 31, 2022, our patent estate, which consists of owned and in-licensed patent families, includes eighteen issued US patents, seventeen pending US non-provisional patent applications, thirty-two pending US provisional patent applications, one hundred twenty-five issued foreign patents, thirty-one pending international patent applications filed under the Patent Cooperation Treaty (PCT application), and one hundred sixty-one pending foreign patent applications in various markets outside of the United States. In particular, we have patent applications pending for each of our product candidates.

Naporafenib

As of December 31, 2022, we have in-licensed ten patent families from Novartis. The ten patent families relate to RAF inhibitors, their preparation, and methods of use. One of the families covers the naporafenib product candidate compound and additional RAF inhibitor compounds, their preparation and method of use, and includes four issued US patents, eighty-two issued foreign patents, and nine pending foreign patent applications. The nine additional in-licensed families cover further methods of using naporafenib, diagnostic methods, and additional RAF inhibitor compounds, their preparation and method of use, and include two pending US provisional patent applications, four issued US patents, five pending US non-provisional applications, one pending PCT patent application, seventeen issued foreign patents, and forty-two pending foreign patent applications. The granted patents and any further patents that issue from applications from the ten in-licensed families are expected to expire between 2034 and 2043, absent any patent term adjustments or extensions.

ERAS-007

As of December 31, 2022, we have in-licensed three patent families from Asana. The three patent families relate to ERK 1/2 inhibitors, their preparation, and methods of use. One of the families covers the ERAS-007 product candidate compound and additional ERK1/2 inhibitor compounds, their preparation and method of use, and includes four issued US patents, one pending US non-provisional patent application, twenty-four issued foreign patents, and ten pending foreign patent applications. The additional in-licensed families cover methods of using ERAS-007, and include one pending US non-provisional patent application, one pending PCT patent application and seven pending foreign patent applications. The granted patents and any further patents that issue from applications from the three in-licensed families are expected to expire between 2036 and 2042, absent any patent term adjustments or extensions.

As of December 31, 2022, we also own seven patent families relating to ERAS-007. The patent families include eight pending US provisional patent applications, six pending PCT patent applications and five foreign pending patent applications. Any patents issued from these patent applications are expected to expire between 2042 and 2043, absent any patent term adjustments or extensions.

ERAS-601

As of December 31, 2022, we have in-licensed two patent families from NiKang. These two patent families relate to SHP2 inhibitor compositions, their preparation, and methods of use. One of the families covers the ERAS-601 product candidate compound, its preparation and method of use, and includes three issued US patents, one pending US non-provisional patent application, and twenty-six pending foreign patent applications. The second family covers additional SHP2 inhibitor compositions, their preparation and methods of use, and includes one issued US patent and seven pending foreign patent applications. The granted patents and any further patents that issue from applications from the two in-licensed families are expected to expire in 2039, absent any patent term adjustments or extensions.

As of December 31, 2022, we also own seven patent families relating to ERAS-601. These families include two pending US provisional patent applications, six pending PCT patent applications and one pending foreign patent application. Any patents issued from these applications are expected to expire between 2041 and 2042, absent any patent term adjustments or extensions.

ERAS-801

As of December 31, 2022, we have sub-licensed four patent families from Katmai, which Katmai in-licensed from the University of California, Los Angeles (UCLA). One of the families covers the ERAS-801 product candidate compound and additional EGFR inhibitor compounds, their preparation and method of use, and includes one issued US patent, one pending US non-provisional patent application, and twenty-six pending foreign patent applications. The three additional in-licensed families relate to diagnostic assays and additional EGFR inhibitor compounds, their preparation and method of use, and include one pending US non-provisional patent application, two pending PCT patent applications, and eight pending foreign patent applications. The granted patent and any further patents that issue from applications from the four in-licensed patent families are expected to expire between 2038 and 2041, absent any patent term adjustments or extensions.

As of December 31, 2022, we co-own with UCLA one patent family, relating to additional EGFR inhibitor compositions, their preparation and method of use. This patent family includes one pending PCT application. Any patents issued from this application are expected to expire in 2041, absent any patent term adjustments or extensions.

As of December 31, 2022, we own one patent family relating to EGFR inhibitor polymorph forms, their preparation and method of use. This patent family includes one pending PCT application. Any patents issued from this application are expected to expire in 2042, absent any patent term adjustments or extensions.

ERAS-3490

As of December 31, 2022, we own nine patent families relating to KRAS G12C inhibitors, their preparation, and method of use. These patent families include five pending US non-provisional patent applications, five pending US provisional patent applications, six pending PCT patent applications, and five pending foreign applications. Any patents issued from these applications are expected to expire between 2040 and 2043, absent any patent term adjustments or extensions.

ERAS-2/3

As of December 31, 2022, we have in-licensed one patent family from UCSF relating to covalent inhibitors of GTP- and GDP-bound RAS, their preparation, and method of use. This patent family includes one issued US patent, two pending US non-provisional patent applications, two issued foreign patents and eleven pending foreign patent applications. The granted patent and any further patents that issue from these applications are expected to expire in 2037, absent any patent term adjustments or extensions.

ERAS-4

As of December 31, 2022, we own four patent families relating to KRAS G12D inhibitors, their preparation, and method of use. These patent families include two pending US provisional patent applications, three pending PCT applications, and one pending foreign patent application. Any patents issued from these applications are expected to expire between 2042 and 2043, absent any patent term adjustments or extensions.

ERAS-5

As of December 31, 2022, we have in-licensed one patent family from LifeArc relating to ULK1/2 inhibitors, their preparation, and method of use. The patent family includes one pending PCT patent application. Any patents issued from this application are expected to expire in 2042, absent any patent term adjustments or extensions.

As of December 31, 2022, we own one patent family relating to ULK1/2 inhibitors, their preparation, and method of use, and includes three pending US provisional patent applications, one pending PCT patent application, and one foreign pending patent application. Any patents issued from this application are expected to expire in 2042, absent any patent term adjustments or extensions.

ERAS-10

As of December 31, 2022, we own four patent families relating to PROTAC conjugates with undisclosed RAS/MAPK pathway target(s), their preparation, and method of use. These patent families include nine pending US provisional patent applications, one pending PCT application and one foreign pending patent application. Any patents issued from these applications are expected to expire between 2042 and 2043, absent any patent term adjustments or extensions.

ERAS-12

As of December 31, 2022, we own two patent families relating to EGFR D2/D3 bispecific antibodies, their preparation, and method of use. The patent families include one pending US provisional patent application, one pending PCT application and one pending foreign patent application. Any patents issued from this application are expected to expire between 2042 and 2043, absent any patent term adjustments or extensions.

Other IP programs or patents

With respect to our product candidates and processes we intend to develop and commercialize in the normal course of business, we intend to pursue patent protection covering, when possible, compositions, methods of use, dosing and formulations. We may also pursue patent protection with respect to manufacturing and drug development processes and technologies. Obtaining and maintaining patent protection depends on compliance with various procedural, document submission, fee payment, and other requirements imposed by governmental patent agencies. We may not be able to obtain patent protections for our compositions, methods of use, dosing and formulations, manufacturing and drug development processes and technologies throughout the world. Issued patents can provide protection for varying periods of time, depending upon the date of filing of the patent application, the date of patent issuance and the legal term of patents in the countries in which they are obtained. In general, patents issued for applications filed in the United States can provide exclusionary rights for 20 years from the earliest effective filing date. In addition, in certain instances, the term of an issued US patent that covers or claims an FDA-approved product can be extended to recapture a portion of the term effectively lost as a result of the FDA regulatory review period, which is called patent term extension. The restoration period cannot be longer than five years and the total patent term, including the restoration period, must not exceed 14 years following FDA approval. The US Patent and Trademark Office (USPTO) may also adjust the term of a US patent to accommodate for delays caused by the USPTO during the prosecution of a US patent application. Congress has defined the conditions upon which an applicant can receive an adjustment to the term and such requirements are established in 35 USC 154(b). Similar provisions are available in Europe and other jurisdictions to extend the term of a patent that covers an approved drug. The term of patents outside of the United States varies in accordance with the laws of the foreign jurisdiction, but typically is also 20 years from the earliest effective filing date. However, the actual protection afforded by a patent varies on a product-by-product basis, from country-to-country, and depends upon many factors, including the type of patent, the scope of its coverage, the availability of regulatory-related extensions, the availability of legal remedies in a particular country, and the validity and enforceability of the patent. Patent terms may be inadequate to protect our competitive position on our products for an adequate amount of time. In the future, if and when our therapeutic candidates receive FDA approval, we expect to apply for patent term extensions on patents covering those therapeutic candidates. We intend to seek patent term extensions in any jurisdiction where these are available and where we also have a patent that may be eligible; however, there is no guarantee that the applicable authorities, including the USPTO and FDA, will agree with our assessment of whether such extensions should be granted, and even if granted, the length of such extensions.

The patent positions of companies like ours are generally uncertain and involve complex legal and factual questions. No consistent policy regarding the scope of claims allowable in patents in the field of biopharmaceuticals has emerged in the United States. The relevant patent laws and their interpretation outside of the United States is also uncertain. Changes in either the patent laws or their interpretation in the United States and other countries may diminish our ability to protect our technology or product candidates and could affect the value of such intellectual property. In particular, our ability to stop third parties from making, using, selling, offering to sell or importing products that infringe our intellectual property will depend in part on our success in obtaining and enforcing patent claims that cover our technology, inventions and improvements. We cannot guarantee that patents will be granted with respect to any of our pending patent applications or with respect to any patent applications we may file in the future, nor can we be sure that any patents that may be granted to us in the future will be commercially useful in protecting our products, the methods of use or manufacture of those products. Moreover, even our issued patents do not guarantee us the right to practice our technology in relation to the commercialization of our products. Patent and other intellectual property rights in the pharmaceutical and biotechnology space are evolving and involve many risks and uncertainties. For example, third parties may have blocking patents that could be used to prevent us from commercializing our product candidates and practicing our proprietary technology, and our issued patents may be challenged, invalidated or circumvented, which could limit our ability to stop competitors from marketing related products or could limit the term of patent protection that otherwise may exist for our product candidates. In addition, the scope of the rights granted under any issued patents may not provide us with protection or competitive advantages against competitors with similar technology. Furthermore, our competitors may independently develop similar technologies that are outside the scope of the rights granted under any issued patents. For these reasons, we may face competition with respect to our product candidates. Moreover, because of the extensive time required for development, testing and regulatory review of a potential product, it is possible that, before any particular product candidate can be commercialized, any patent protection for such product may expire or remain in force for only a short period following commercialization, thereby reducing the commercial advantage the patent provides.

We also rely on trade secrets to protect aspects of our technology and business not amenable to, or that we do not consider appropriate for, patent protection. We seek to protect this intellectual property, in part, by requiring our employees, consultants, outside scientific collaborators, sponsored researchers and other service providers and advisors to execute confidentiality agreements upon the commencement of employment or other relationship with us. In general, these agreements provide that confidential information concerning our business or financial affairs developed or made known to the individual during the course of the individual's relationship with us is to be kept confidential and not disclosed to third parties except in specific circumstances. In the case of employees, the agreements further provide that inventions and discoveries conceived or reduced to practice by the individual that are related to our business, or actual, or demonstrably anticipated, research or development, or made during normal working hours, on our premises or using our equipment, supplies, or proprietary information, are our exclusive property. In many cases our agreements with consultants, outside scientific collaborators, sponsored researchers and other service providers and advisors require them to assign, or grant us licenses to, inventions resulting from the work or services they render under such agreements or grant us an option to negotiate a license to use such inventions.

We seek trademark protection in the United States and in certain other jurisdictions where available and when we deem appropriate. We currently have an issued United States trademark for our "ERASCA" mark and have registrations for such mark pending in foreign jurisdictions, including the European Union. We have also filed a trademark application in the United States as well as foreign jurisdictions, including the European Union, for registration of our "MAPKLAMP" mark.

Manufacturing

We do not own or operate, and currently have no plans to establish, any manufacturing facilities. We rely, and expect to continue to rely, on third parties for the manufacture of our product candidates for preclinical and clinical testing, as well as for commercial manufacture if any of our product candidates obtain marketing approval. We are working with our current manufacturers to ensure that we will be able to scale up our manufacturing capabilities to support our clinical plans. We are also in the process of locating and qualifying additional manufacturers to build redundancies into our supply chain. In addition, we rely on third parties to package, label, store, and distribute our product candidates, and we intend to continue to rely on third parties with respect to our commercial products if marketing approval is obtained. We believe that this strategy allows us to maintain a more efficient infrastructure by eliminating the need for us to invest in our own manufacturing facilities, equipment, and personnel while also enabling us to focus our expertise and resources on the design and development of our product candidates.

Government Regulation

The FDA and comparable regulatory authorities in state and local jurisdictions and in other countries impose substantial and burdensome requirements upon companies involved in the clinical development, manufacture, marketing and distribution of drugs and biologics such as those we are developing. These entities regulate, among other things, the research and development, testing, manufacture, quality control, safety, effectiveness, labeling, storage, record keeping, approval, advertising and promotion, distribution, post-approval monitoring and reporting, sampling and export and import of our product candidates.

US regulation of drugs and biologics

In the United States, the FDA regulates drugs under the Federal Food, Drug, and Cosmetic Act (FDCA), and its implementing regulations, and biologics under the FDCA and the Public Health Service Act and their implementing regulations. FDA approval of a NDA or biologics license application (BLA) or supplement is required before any new unapproved drug, biologic or dosage form, including a new use of a previously approved drug or biologic, can be marketed in the United States.

The process required by the FDA before such product candidates may be marketed in the United States generally involves the following:

- completion of extensive preclinical laboratory tests and preclinical animal studies, performed in accordance with applicable Good Laboratory Practice (GLP) regulations;
- submission to the FDA of an investigational new drug application (IND) which must become effective before human clinical studies may begin and must be updated annually;

- approval by an independent institutional review board (IRB) or ethics committee representing each clinical site before each clinical study may be initiated;
- performance of adequate and well-controlled human clinical studies in accordance with Good Clinical Practice (GCP) requirements to establish the safety and efficacy, or with respect to biologics, the safety, purity and potency of the product candidate for each proposed indication;
- preparation of and submission to the FDA of an NDA or BLA, after completion of all pivotal clinical studies;
- potential review of the product application by an FDA advisory committee, where appropriate and if applicable;
- a determination by the FDA within 60 days of its receipt of an NDA or BLA to file the application for review;
- satisfactory completion of an FDA pre-approval inspection of the manufacturing facilities where the proposed product drug substance is produced to assess compliance with current Good Manufacturing Practice requirements (cGMPs) and audits of selected clinical trial sites to ensure compliance with GCP; and
- FDA review and approval of an NDA or BLA prior to any commercial marketing or sale of the drug in the United States.

Preclinical studies include laboratory evaluation of product chemistry, toxicity and formulation, as well as *in vitro* and animal studies to assess potential safety and efficacy. The conduct of preclinical studies is subject to federal regulations and requirements, including GLP regulations applicable to certain safety/toxicology studies.

An IND is a request for authorization from the FDA to administer an investigational new drug product to humans. The central focus of an IND submission is on the general investigational plan and the protocol or protocols for preclinical studies and clinical trials. The IND also includes results of animal and *in vitro* studies assessing the toxicology, pharmacokinetics, pharmacology and pharmacodynamic characteristics of the product, chemistry, manufacturing and controls (CMC) information, and any available human data or literature to support the use of the investigational product. An IND must become effective before human clinical trials may begin. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day period, raises safety concerns or questions about the proposed clinical trial. In such a case, the IND may be placed on clinical hold and the IND sponsor and the FDA must resolve any outstanding concerns or questions before the clinical trial can begin. Submission of an IND therefore may or may not result in FDA authorization to begin a clinical trial.

Clinical trials involve the administration of the investigational product to human subjects under the supervision of qualified investigators in accordance with GCP, which includes the requirement that all research subjects, or their legal representative, provide their informed consent for their participation in any clinical study. Clinical trials are conducted under protocols detailing, among other things, the inclusion and exclusion criteria, the objectives of the study, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated. A separate submission to the existing IND must be made for each successive clinical trial conducted during product development and for any subsequent protocol amendments. While the IND is active, progress reports summarizing the results of the clinical trials and nonclinical studies performed since the last progress report, among other things, must be submitted at least annually to the FDA, and written IND safety reports must be submitted to the FDA and investigators for serious and unexpected suspected adverse events, findings from other studies suggesting a significant risk to humans exposed to the same or similar drugs or biologics, findings from animal or *in vitro* testing suggesting a significant risk to humans, and any clinically important increased incidence of a serious suspected adverse reaction compared to that listed in the protocol or investigator brochure.

Furthermore, an independent IRB for each site proposing to conduct the clinical trial must review and approve the plan for any clinical trial and its informed consent form before the clinical trial begins at that site, and must monitor the study until completed. An IRB is charged with protecting the welfare and rights of trial participants and considers such items as whether the risks to individuals participating in the clinical trials are minimized and are reasonable in relation to anticipated benefits. Regulatory authorities, the IRB or the sponsor may suspend a clinical trial at any time on various grounds, including a finding that the subjects are being exposed to an unacceptable health risk or that the trial is unlikely to meet its stated objectives. Some studies also include oversight by an independent group of qualified experts organized by the clinical study sponsor, known as a data safety monitoring board or committee, which provides authorization for whether or not a study may move forward at designated check points based on access to certain data from the study and may recommend that the clinical trial be halted if it determines that there is an unacceptable safety risk for subjects or other grounds, such as no demonstration of efficacy. There are also requirements governing the reporting of clinical trials and clinical study results to public registries.

The clinical investigation of a drug is generally divided into three phases. Although the phases are usually conducted sequentially, they may overlap or be combined.

- **Phase 1:** The investigational product is initially introduced into healthy human subjects or patients with the target disease or condition. These studies are designed to test the safety, dosage tolerance, absorption, metabolism and distribution of the investigational product in humans, the side effects associated with increasing doses, and, if possible, to gain early evidence on effectiveness.
- **Phase 2:** The investigational product is administered to a limited patient population with a specified disease or condition to evaluate the preliminary efficacy, optimal dosages and dosing schedule and to identify possible adverse side effects and safety risks. Multiple Phase 2 clinical trials may be conducted to obtain information prior to beginning larger and more expensive Phase 3 clinical trials.
- **Phase 3:** The investigational product is administered to an expanded patient population to further evaluate dosage, to provide statistically significant evidence of clinical efficacy and to further test for safety, generally at multiple geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the investigational product and to provide an adequate basis for labeling.

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

Concurrent with clinical trials, companies may complete additional animal studies and develop additional information about the biological characteristics of the product candidate, and must finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, must develop methods for testing the identity, strength, quality and purity of the final product, or for biologics, the safety, purity and potency.

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

NDA and BLA review process

Assuming successful completion of all required testing in accordance with all applicable regulatory requirements, the results of product development, nonclinical studies and clinical trials are submitted to the FDA as part of an NDA or BLA requesting approval to market the product for one or more indications. The submission of an NDA or BLA requires payment of a substantial application user fee to the FDA, unless a waiver or exemption applies.

The NDA or BLA must include all relevant data available from pertinent preclinical studies and clinical trials, including negative or ambiguous results as well as positive findings, together with detailed information relating to the product's CMC and proposed labeling, among other things. Data can come from company-sponsored clinical studies intended to test the safety and effectiveness of the product, or from a number of alternative sources, including studies initiated and sponsored by investigators.

In addition, under the Pediatric Research Equity Act (PREA), an NDA or BLA or supplement to an NDA or BLA must contain data to assess the safety and effectiveness of the biological product candidate for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The Food and Drug Administration Safety and Innovation Act requires that a sponsor who is planning to submit a marketing application for a drug or biological product that includes a new active ingredient, new indication, new dosage form, new dosing regimen or new route of administration submit an initial pediatric study plan within sixty days after an end-of-Phase 2 meeting or as may be agreed between the sponsor and FDA. Unless otherwise required by regulation, PREA does not apply to any drug or biological product for an indication for which orphan designation has been granted.

Within 60 days following submission of the application, the FDA reviews the submitted BLA or NDA to determine if the application is substantially complete before the agency accepts it for filing. The FDA may refuse to file any NDA or BLA that it deems incomplete or not properly reviewable at the time of submission and may request additional information. In this event, the NDA or BLA must be resubmitted with the additional information. Once an NDA or BLA has been accepted for filing, the FDA's goal is to review standard applications within ten months after the filing date, or, if the application qualifies for priority review, six months after the FDA accepts the application for filing. In both standard and priority reviews, the review process may also be extended by FDA requests for additional information or clarification. Once accepted for filing, the FDA reviews an NDA to determine, among other things, whether a product is safe and effective for its intended use and whether its manufacturing is sufficient to assure and preserve the product's identity, strength, quality and purity. The FDA reviews a BLA to determine, among other things, whether a product is safe, pure and potent and the facility in which it is manufactured, processed, packed or held meets standards designed to assure the product's continued safety, purity and potency. When reviewing an NDA or BLA, the FDA may convene an advisory committee to provide clinical insight on application review questions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Before approving an NDA or BLA, the FDA will typically inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving an NDA or BLA, the FDA will typically inspect one or more clinical sites to assure compliance with GCP.

After the FDA evaluates the NDA or BLA and conducts inspections of manufacturing facilities where the investigational product and/or its drug substance will be produced, the FDA may issue an approval letter or a Complete Response Letter (CRL). An approval letter authorizes commercial marketing of the product with specific prescribing information for specific indications. A CRL signals that the review cycle is complete and the application cannot be approved in its present form. The CRL will generally describe all of the deficiencies that the FDA has identified in the NDA or BLA, except that where the FDA determines that the data supporting the application are inadequate to support approval, the FDA may issue the CRL without first conducting required inspections, testing submitted product lots and/or reviewing proposed labeling. In issuing the CRL, the FDA may recommend actions that the applicant might take to place the NDA or BLA in condition for approval, including requests for additional information or clarification. The FDA may delay or refuse approval of an NDA or BLA if applicable regulatory criteria are not satisfied, require additional testing or information and/or require post-marketing testing and surveillance to monitor safety or efficacy of a product.

If regulatory approval of a product is granted, such approval will be granted for particular indications and may entail limitations on the indicated uses for which such product may be marketed. For example, the FDA may approve the NDA or BLA with a Risk Evaluation and Mitigation Strategy (REMS) to ensure the benefits of the product outweigh its risks. A REMS is a safety strategy to manage a known or potential serious risk associated with a product and to enable patients to have continued access to such medicines by managing their safe use, and could include medication guides, physician communication plans, or elements to assure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. The FDA also may condition approval on, among other things, changes to proposed labeling or the development of adequate controls and specifications. Once approved, the FDA may withdraw the product approval if compliance with pre- and post-marketing requirements is not maintained or if problems occur after the product reaches the marketplace. The FDA may require one or more Phase 4 post-market studies and surveillance to further assess and monitor the product's safety and effectiveness after commercialization, and may limit further marketing of the product based on the results of these post-marketing studies.

Expedited development and review programs

The FDA offers a number of expedited development and review programs for qualifying product candidates. For example, the fast track program is intended to expedite or facilitate the process for reviewing product candidates that meet certain criteria. Specifically, product candidates are eligible for fast track designation if they are intended to treat a serious or life-threatening disease or condition and demonstrate the potential to address unmet medical needs for the disease or condition. Fast track designation applies to the combination of the product candidate and the specific indication for which it is being studied. The sponsor of a fast track product candidate has opportunities for more frequent interactions with the review team during product development and, once an NDA or BLA is submitted, the product may be eligible for priority review, if the relevant criteria are met. A fast track product candidate may also be eligible for rolling review, where the FDA may consider for review sections of the NDA or BLA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the NDA or BLA, the FDA agrees to accept sections of the NDA or BLA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the NDA or BLA.

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

Any marketing application for a drug or biologic submitted to the FDA for approval, including a product candidate with a fast track designation and/or breakthrough therapy designation, may be eligible for other types of FDA programs intended to expedite the FDA review and approval process, such as priority review and accelerated approval. An NDA or BLA is eligible for priority review if the product candidate has the potential to provide a significant improvement in the treatment, diagnosis or prevention of a serious disease or condition. For new molecular entity NDAs and original BLAs, priority review designation means the FDA's goal is to take action on the marketing application within six months of the 60-day filing date (as compared to 10 months under standard review).

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

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

Orphan drug designation

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

If a product candidate that has orphan drug designation subsequently receives the first FDA approval for the disease or condition for which it has such designation, the product is entitled to orphan drug exclusive approval (or exclusivity), which means that the FDA may not approve any other applications, including a full NDA or BLA, to market the same drug or biologic for the same disease or condition for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity or if the FDA finds that the holder of the orphan drug exclusivity has not shown that it can assure the availability of sufficient quantities of the orphan drug to meet the needs of patients with the disease or condition for which the drug or biologic was designated. Orphan drug exclusivity does not prevent the FDA from approving a different drug or biologic for the same disease or condition, or the same drug or biologic for a different disease or condition. Among the other benefits of orphan drug designation are tax credits for certain research and a waiver of the NDA or BLA application user fee.

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

Post-approval requirements

Any products manufactured or distributed pursuant to FDA approvals are subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to record-keeping, reporting of adverse experiences, periodic reporting, product sampling and distribution, and advertising and promotion of the product. After approval, most changes to the approved product, such as adding new indications or other labeling claims, are subject to prior FDA review and approval. There also are continuing user fee requirements, under which the FDA assesses an annual program fee for each product identified in an approved NDA or BLA. Drug and biologic manufacturers and their subcontractors are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMPs, which impose certain procedural and documentation requirements upon us and our third-party manufacturers. Changes to the manufacturing process are strictly regulated, and, depending on the significance of the change, may require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMPs and impose reporting requirements upon us and any third-party manufacturers that we may decide to use. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMPs and other aspects of regulatory compliance.

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

- restrictions on the marketing or manufacturing of a product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or holds on post-approval clinical studies;
- refusal of the FDA to approve pending applications or supplements to approved applications, or suspension or revocation of existing product approvals;
- product seizure or detention, or refusal of the FDA to permit the import or export of products;
- consent decrees, corporate integrity agreements, debarment or exclusion from federal healthcare programs;
- mandated modification of promotional materials and labeling and the issuance of corrective information;
- injunctions or the imposition of civil or criminal penalties.

The FDA closely regulates the marketing, labeling, advertising and promotion of drug products. A company can make only those claims relating to safety and efficacy, purity and potency that are approved by the FDA and in accordance with the provisions of the approved label. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses. Failure to comply with these requirements can result in, among other things, adverse publicity, warning letters, corrective advertising and potential civil and criminal penalties. Physicians may prescribe, in their independent professional medical judgment, legally available products for uses that are not described in the product's labeling and that differ from those tested by us and approved by the FDA. Physicians may believe that such off-label uses are the best treatment for many patients in varied circumstances. The FDA does not regulate the behavior of physicians in their choice of treatments. The FDA does, however, restrict manufacturer's communications on the subject of off-label use of their products. The federal government has levied large civil and criminal fines against companies for alleged improper promotion of off-label use and has enjoined companies from engaging in off-label promotion. The FDA and other regulatory agencies have also required that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. However, companies may share truthful and not misleading information that is otherwise consistent with a product's FDA-approved labeling.

In addition, the distribution of prescription biopharmaceutical products is subject to the Prescription Drug Marketing Act (PDMA) which regulates the distribution of drugs and drug samples at the federal level, and sets minimum standards for the registration and regulation of drug distributors by the states. Both the PDMA and state laws limit the distribution of prescription pharmaceutical product samples and impose requirements to ensure accountability in distribution.

Drug product marketing exclusivity

Market exclusivity provisions under the FDCA can delay the submission or the approval of certain marketing applications. For example, the FDCA provides a five-year period of non-patent data exclusivity within the United States to the first applicant to obtain approval of an NDA for a new chemical entity. A drug is a new chemical entity if the FDA has not previously approved any other new drug containing the same active moiety, which is the molecule or ion responsible for the action of the drug substance. During the exclusivity period, the FDA may not approve or even accept for review an abbreviated new drug application (ANDA), or an NDA submitted under Section 505(b)(2), or 505(b) (2) NDA, submitted by another company for another drug based on the same active moiety, regardless of whether the drug is intended for the same indication as the original innovative drug or for another indication, where the applicant does not own or have a legal right of reference to all the data required for approval. However, an application may be submitted after four years if it contains a certification of patent invalidity or non-infringement to one of the patents listed with the FDA by the innovator NDA holder.

The FDCA alternatively provides three years of marketing exclusivity for an NDA, or supplement to an existing NDA if new clinical investigations, other than bioavailability studies, that were conducted or sponsored by the applicant are deemed by the FDA to be essential to the approval of the application, for example new indications, dosages or strengths of an existing drug. This three-year exclusivity covers only the modification for which the drug received approval on the basis of the new clinical investigations and does not prohibit the FDA from approving ANDAs or 505(b)(2) NDAs for drugs containing the active agent for the original indication or condition of use. Five-year and three-year exclusivity will not delay the submission or approval of a full NDA. However, an applicant submitting a full NDA would be required to conduct or obtain a right of reference to any preclinical studies and adequate and well-controlled clinical trials necessary to demonstrate safety and effectiveness.

Pediatric exclusivity is another type of marketing exclusivity available in the United States. Pediatric exclusivity provides for an additional six months of marketing exclusivity attached to another period of exclusivity if a sponsor conducts clinical trials in children in response to a Written Request from the FDA. The issuance of a written request does not require the sponsor to undertake the described clinical trials. In addition, orphan drug exclusivity, as described above, may offer a seven-year period of marketing exclusivity, except in certain circumstances.

Biosimilars and reference product exclusivity

The Biologics Price Competition and Innovation Act of 2009 (BPCIA) created an abbreviated approval pathway for biological products that are highly similar, or “biosimilar,” to or interchangeable with an FDA-approved reference biological product. Biosimilarity, which requires that there be no clinically meaningful differences between the biological product and the reference product in terms of safety, purity, and potency, is generally shown through analytical studies, animal studies, and a clinical study or studies. Interchangeability requires that a product is biosimilar to the reference product and the product must demonstrate that it can be expected to produce the same clinical results as the reference product in any given patient and, for products that are administered multiple times to an individual, the biologic and the reference biologic may be alternated or switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic. A product shown to be biosimilar or interchangeable with an FDA-approved reference biological product may rely in part on the FDA’s previous determination of safety and effectiveness for the reference product for approval, which can potentially reduce the cost and time required to obtain approval to market the product.

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

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

FDA regulation of companion diagnostics

If safe and effective use of a drug or biologic depends on an *in vitro* diagnostic, then the FDA may require approval or clearance of that diagnostic, known as a companion diagnostic, at the same time that the FDA approves the therapeutic product. In August 2014, the FDA issued final guidance clarifying the requirements that will apply to approval of therapeutic products and *in vitro* companion diagnostics. According to the guidance, if FDA determines that a companion diagnostic device is essential to the safe and effective use of a novel therapeutic product or indication, FDA may will not approve the drug or new indication if the companion diagnostic device is not also approved or cleared for that indication. Approval or clearance of the companion diagnostic device will ensure that the device has been adequately evaluated and has adequate performance characteristics in the intended population. The review of *in vitro* companion diagnostics in conjunction with the review of our product candidates will, therefore, likely involve coordination of review by the FDA’s Center for Drug Evaluation and Research or the FDA’s Center for Biologics Evaluation and Research and the FDA’s Center for Devices and Radiological Health Office of *In Vitro* Diagnostics and Radiological Health.

Under the FDCA, *in vitro* diagnostics, including companion diagnostics, are regulated as medical devices. In the United States, the FDCA and its implementing regulations, and other federal and state statutes and regulations govern, among other things, medical device design and development, preclinical and clinical testing, premarket clearance or approval, registration and listing, manufacturing, labeling, storage, advertising and promotion, sales and distribution, export and import, and post-market surveillance. Unless an exemption applies, diagnostic tests require marketing clearance or approval from the FDA prior to commercial distribution. The two primary types of FDA marketing authorization applicable to a medical device are clearance of a premarket notification pursuant to Section 510(k) of the FDCA, also called 510(k) clearance, and approval of a premarket approval application (PMA).

The PMA process, including the gathering of clinical and preclinical data and the submission to and review by the FDA, can take several years or longer. It involves a rigorous premarket review during which the applicant must prepare and provide the FDA with reasonable assurance of the device's safety and effectiveness and information about the device and its components regarding, among other things, device design, manufacturing and labeling. PMA applications are subject to an application fee. In addition, PMAs for certain devices must generally include the results from extensive preclinical and adequate and well-controlled clinical trials to establish the safety and effectiveness of the device for each indication for which FDA approval is sought. As part of the PMA review, the FDA will typically inspect the manufacturer's facilities for compliance with the Quality System Regulation (QSR) which imposes elaborate testing, control, documentation and other quality assurance requirements.

If the FDA's evaluation of the PMA application is favorable, the FDA typically issues an approvable letter requiring the applicant's agreement to specific conditions, such as changes in labeling, or specific additional information, such as submission of final labeling, in order to secure final approval of the PMA. If the FDA's evaluation of the PMA or manufacturing facilities is not favorable, the FDA will deny approval of the PMA or issue a not approvable letter. A not approvable letter will outline the deficiencies in the application and, where practical, will identify what is necessary to make the PMA approvable. The FDA may also determine that additional clinical trials are necessary, in which case the PMA approval may be delayed for several months or years while the trials are conducted and then the data submitted in an amendment to the PMA. If the FDA concludes that the applicable criteria have been met, the FDA will issue a PMA for the approved indications, which can be more limited than those originally sought by the applicant. The PMA can include post-approval conditions that the FDA believes necessary to ensure the safety and effectiveness of the device, including, among other things, restrictions on labeling, promotion, sale and distribution. Once granted, PMA approval may be withdrawn by the FDA if compliance with post-approval requirements, conditions of approval or other regulatory standards are not maintained or problems are identified following initial marketing.

After a device is placed on the market, it remains subject to significant regulatory requirements. Medical devices may be marketed only for the uses and indications for which they are cleared or approved. Device manufacturers must also establish registration and device listings with the FDA. A medical device manufacturer's manufacturing processes and those of its suppliers are required to comply with the applicable portions of the QSR, which cover the methods and documentation of the design, testing, production, processes, controls, quality assurance, labeling, packaging and shipping of medical devices. Domestic facility records and manufacturing processes are subject to periodic unscheduled inspections by the FDA. The FDA also may inspect foreign facilities that export products to the United States.

Other US regulatory requirements

In addition to FDA regulation of pharmaceutical products, pharmaceutical companies are also subject to additional healthcare regulation and enforcement by the federal government and by authorities in the states and foreign jurisdictions in which they conduct their business and may constrain the financial arrangements and relationships through which we research, as well as sell, market and distribute any products for which we obtain marketing authorization. Such laws include, without limitation, state and federal anti-kickback, fraud and abuse, false claims, and transparency laws and regulations related to drug pricing and payments and other transfers of value made to physicians and other healthcare providers. If their operations are found to be in violation of any of such laws or any other governmental regulations that apply, they may be subject to penalties, including, without limitation, administrative, civil and criminal penalties, damages, fines, disgorgement, the curtailment or restructuring of operations, integrity oversight and reporting obligations, exclusion from participation in federal and state healthcare programs and imprisonment.

US coverage and reimbursement

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

The process for determining whether a third-party payor will provide coverage for a product is typically separate from the process for setting the reimbursement rate that the payor will pay for the product. In the United States, there is no uniform policy among payors for coverage or reimbursement. Decisions regarding whether to cover any of a product, the extent of coverage and amount of reimbursement to be provided are made on a plan-by-plan basis. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own coverage and reimbursement policies, but also have their own methods and approval processes. Therefore, coverage and reimbursement for products can differ significantly from payor to payor. As a result, the coverage determination process is often a time-consuming and costly process that can require manufacturers to provide scientific and clinical support for the use of a product to each payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. In addition, companion diagnostic tests require coverage and reimbursement separate and apart from the coverage and reimbursement for their companion pharmaceutical or biological products. Similar challenges to obtaining coverage and reimbursement, applicable to pharmaceutical or biological products, will apply to companion diagnostics.

Third-party payors are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. Third-party payors may not consider our product candidates to be medically necessary or cost-effective compared to other available therapies. Adoption of price controls and cost-containment measures, and adoption of more restrictive policies in jurisdictions with existing controls and measures, could further limit sales of any product that receives approval.

US healthcare reform

In the United States, there have been, and continue to be, legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of product candidates, restrict or regulate post-approval activities, and affect the profitable sale of product candidates. Among policy makers and payors in the United States, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and/or expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives.

By way of example, in March 2010, the Patient Protection and Affordable Care Act (the ACA) was passed, which substantially changed the way healthcare is financed by both governmental and private insurers, and significantly affected the pharmaceutical industry. The ACA, among other things, increased the minimum level of Medicaid rebates payable by manufacturers of brand name drugs from 15.1% to 23.1% of the average manufacturer price; required collection of rebates for drugs paid by Medicaid managed care organizations; required manufacturers to participate in a coverage gap discount program, in which manufacturers must agree to offer point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D; imposed a non-deductible annual fee on pharmaceutical manufacturers or importers who sell certain "branded prescription drugs" to specified federal government programs; implemented a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted, or injected; expanded eligibility criteria for Medicaid programs; creates a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research; and established a Center for Medicare and Medicaid Innovation at the Centers for Medicare & Medicaid Services (CMS) to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

Since its enactment, there have been judicial, executive and political challenges to certain aspects of the ACA. On June 17, 2021, the US Supreme Court dismissed a challenge on procedural grounds that argued the ACA is unconstitutional in its entirety because the "individual mandate" was repealed by Congress. Thus, the ACA will remain in effect in its current form. Prior to the US Supreme Court ruling, President Biden issued an executive order that initiated a special enrollment period from February 15, 2021 through August 15, 2021 for purposes of obtaining health insurance coverage through the ACA marketplace. The executive order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. These changes included aggregate reductions to Medicare payments to providers, which went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2032, with the exception of a temporary suspension from May 1, 2020 through March 31, 2022, unless additional Congressional action is taken. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, reduced Medicare payments to several providers, including hospitals, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. In addition, on March 11, 2021, the American Rescue Plan Act of 2021 was signed into law, which eliminates the statutory Medicaid drug rebate cap, currently set at 100% of a drug's average manufacturer price, beginning January 1, 2024.

Moreover, there has recently been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for pharmaceutical products. On August 16, 2022, the Inflation Reduction Act of 2022, or IRA, was enacted into law. Among other things, the IRA requires manufacturers of certain drugs to engage in price negotiations with Medicare (beginning in 2026), imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation (first due in 2023), and replaces the Part D coverage gap discount program with a new discounting program (beginning in 2025). The IRA permits the Secretary of the Department of Health and Human Services to implement many of these provisions through guidance, as opposed to regulation, for the initial years. For that and other reasons, it is currently unclear how the IRA will be effectuated.

Individual states in the United States have also become increasingly active in implementing regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine which drugs and suppliers will be included in their healthcare programs. Furthermore, there has been increased interest by third party payors and governmental authorities in reference pricing systems and publication of discounts and list prices.

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

EU drug regulation

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

Non-clinical studies and clinical trials

Similarly to the United States, the various phases of non-clinical and clinical research in the EU are subject to significant regulatory controls.

Non-clinical studies are performed to demonstrate the health or environmental safety of new chemical or biological substances. Non-clinical studies must be conducted in compliance with the principles of good laboratory practice (GLP) as set forth in EU Directive 2004/10/EC. In particular, non-clinical studies, both in vitro and in vivo, must be planned, performed, monitored, recorded, reported and archived in accordance with the GLP principles, which define a set of rules and criteria for a quality system for the organizational process and the conditions for non-clinical studies. These GLP standards reflect the Organization for Economic Co-operation and Development requirements.

Clinical trials of medicinal products in the EU must be conducted in accordance with EU and national regulations and the International Conference on Harmonization (ICH) guidelines on GCP as well as the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki. Additional GCP guidelines from the European Commission, focusing in particular on traceability, apply to clinical trials of advanced therapy medicinal products. If the sponsor of the clinical trial is not established within the EU, it must appoint an entity within the EU to act as its legal representative. The sponsor must take out a clinical trial insurance policy, and in most EU member states, the sponsor is liable to provide 'no fault' compensation to any study subject injured in the clinical trial.

Certain countries outside of the United States, including the EU, have a similar process that requires the submission of a clinical study application (CTA) much like the IND prior to the commencement of human clinical studies. A CTA must be submitted to each country's national health authority and an independent ethics committee, much like the FDA and the IRB, respectively. Once the CTA is approved by the national health authority and the ethics committee has granted a positive opinion in relation to the conduct of the trial in the relevant member state(s), in accordance with a country's requirements, clinical study development may proceed.

The CTA must include, among other things, a copy of the trial protocol and an investigational medicinal product dossier containing information about the manufacture and quality of the medicinal product under investigation. Currently, CTAs must be submitted to the competent authority in each EU member state in which the trial will be conducted. Under the new Regulation on Clinical Trials, which is currently expected to become applicable by early 2022, there will be a centralized application procedure where one national authority takes the lead in reviewing the application and the other national authorities have only a limited involvement. Any substantial changes to the trial protocol or other information submitted with the CTA must be notified to or approved by the relevant competent authorities and ethics committees. Medicines used in clinical trials must be manufactured in accordance with good manufacturing practice (GMP). Other national and EU-wide regulatory requirements also apply.

Marketing Authorizations

To market a medicinal product in the EU and in many other foreign jurisdictions, we must obtain separate regulatory approvals. More concretely, in the EU, medicinal product candidates can only be commercialized after obtaining a Marketing Authorization (MA). To obtain regulatory approval of an investigational medicinal product under EU regulatory systems, we must submit a marketing authorization application (MAA.) The process for doing this depends, among other things, on the nature of the medicinal product. There are two types of MAs:

- the "Union MA", which is issued by the European Commission through the Centralized Procedure, based on the opinion of the Committee for Medicinal Products for Human Use (CHMP) of the European Medicines Agency (EMA) and which is valid throughout the entire territory of the EU. The Centralized Procedure is mandatory for certain types of products, such as: (i) medicinal products derived from biotechnology medicinal products, (ii) designated orphan medicinal products, (iii) advanced therapy products (such as gene therapy, somatic cell therapy or tissue-engineered medicines), and (iv) medicinal products containing a new active substance indicated for the treatment certain diseases, such as HIV/AIDS, cancer, neurodegenerative diseases, diabetes, other auto-immune and viral diseases. The Centralized Procedure is optional for products containing a new active substance not yet authorized in the EU, or for products that constitute a significant therapeutic, scientific or technical innovation or that the granting of authorization would be in the interest of public health in the EU; and
- "National MAs", which are issued by the competent authorities of the EU member states and only cover their respective territory, are available for products not falling within the mandatory scope of the Centralized Procedure. Where a product has already been authorized for marketing in an EU member state, this National MA can be recognized in another member state through the Mutual Recognition Procedure. If the product has not received a National MA in any member state at the time of application, it can be approved simultaneously in various member states through the Decentralized Procedure. Under the Decentralized Procedure an identical dossier is submitted to the competent authorities of each of the member states in which the MA is sought, one of which is selected by the applicant as the Reference member state.

Under the above-described procedures, in order to grant the MA, the EMA or the competent authorities of the EU member states make an assessment of the risk-benefit balance of the product on the basis of scientific criteria concerning its quality, safety and efficacy.

Under the Centralized Procedure, the maximum timeframe for the evaluation of a MAA by the EMA is 210 days. Where there is a major public health interest and an unmet medical need for a product, the CHMP may perform an accelerated review of a MA in no more than 150 days (not including clock stops). Innovative products that target an unmet medical need and are expected to be of major public health interest may be eligible for a number of expedited development and review programs, such as the PRIME scheme, which provides incentives similar to the breakthrough therapy designation in the US. PRIME is a voluntary scheme aimed at enhancing the EMA's support for the development of medicines that target unmet medical needs. It is based on increased interaction and early dialogue with companies developing promising medicines, to optimize their product development plans and speed up their evaluation to help them reach patients earlier. Product developers that benefit from PRIME designation can expect to be eligible for accelerated assessment but this is not guaranteed. The benefits of a PRIME designation include the appointment of a CHMP rapporteur before submission of a MAA, early dialogue and scientific advice at key development milestones, and the potential to qualify products for accelerated review earlier in the application process.

MAAs have an initial duration of five years. After these five years, the authorization may be renewed for an unlimited period on the basis of a reevaluation of the risk-benefit balance, unless the EMA decides, on justified grounds relating to pharmacovigilance, to mandate one additional five-year renewal period.

Data and marketing exclusivity

The EU also provides opportunities for market exclusivity. Upon receiving MA, new chemical entity, or reference product candidates, generally receive eight years of data exclusivity and an additional two years of market exclusivity. If granted, the data exclusivity period prevents generic or biosimilar applicants from relying on the pre-clinical and clinical trial data contained in the dossier of the reference product when applying for a generic or biosimilar MA in the EU during a period of eight years from the date on which the reference product was first authorized in the EU. The market exclusivity period prevents a successful generic or biosimilar applicant from commercializing its product in the EU until 10 years have elapsed from the initial authorization of the reference product in the EU. The overall 10-year market exclusivity period can be extended to a maximum of eleven years if, during the first eight years of those 10 years, the MA holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to their authorization, are held to bring a significant clinical benefit in comparison with existing therapies. However, there is no guarantee that a product will be considered by the EU's regulatory authorities to be a new chemical entity, and products may not qualify for data exclusivity.

Pediatric Development

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

Post-Approval Requirements

Similar to the United States, both MA holders and manufacturers of medicinal products are subject to comprehensive regulatory oversight by the EMA, the European Commission and/or the competent regulatory authorities of the member states. The holder of a MA must establish and maintain a pharmacovigilance system and appoint an individual qualified person for pharmacovigilance who is responsible for oversight of that system. Key obligations include expedited reporting of suspected serious adverse reactions and submission of periodic safety update reports (PSURs).

All new MAA must include a risk management plan (RMP) describing the risk management system that the company will put in place and documenting measures to prevent or minimize the risks associated with the product. The regulatory authorities may also impose specific obligations as a condition of the MA. Such risk-minimization measures or post-authorization obligations may include additional safety monitoring, more frequent submission of PSURs, or the conduct of additional clinical trials or post-authorization safety studies.

The advertising and promotion of medicinal products is also subject to laws concerning promotion of medicinal products, interactions with physicians, misleading and comparative advertising and unfair commercial practices. All advertising and promotional activities for the product must be consistent with the approved summary of product characteristics, and therefore all off-label promotion is prohibited. Direct-to-consumer advertising of prescription medicines is also prohibited in the EU. Although general requirements for advertising and promotion of medicinal products are established under EU directives, the details are governed by regulations in each member state and can differ from one country to another.

The aforementioned EU rules are generally applicable in the European Economic Area (EEA) which consists of the 27 EU member states plus Norway, Liechtenstein and Iceland.

For other countries outside of the EU, such as countries in Latin America or Asia (e.g., China and Japan), the requirements governing the conduct of clinical studies, product licensing, pricing and reimbursement vary from country to country. In all cases, again, the clinical studies are conducted in accordance with GCP and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki. If we fail to comply with applicable foreign regulatory requirements, we may be subject to, among other things, fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

Data Privacy and Security Laws

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

Japanese drug regulation

Non-clinical studies and clinical trials

Being a member of the International Conference on Harmonization (ICH), Japan has pharmaceutical regulations fundamentally similar to those of the United States or EU.

Non-clinical studies are performed to demonstrate the health safety of new chemical or biological substances. Non-clinical studies must be conducted in compliance with the principles of Japanese good laboratory practice (GLP) which reflect the Organization for Economic Co-operation and Development requirements. Currently, Japan and EU have a mutual recognition agreement for GLP, and data generated compliant with EU requirements will be accepted by the Japanese authorities. There is no similar agreement with the United States.

Clinical trials of medicinal products in Japan must be conducted in accordance with Japanese regulations based on ICH guidelines governing good clinical practices (GCP). They focus on ethics of the clinical trial and protection of the privacy of the trial subjects. If the sponsor of the clinical trial is not established within Japan, it must appoint an entity within the country to act as its caretaker who should be authorized to act on the sponsor's behalf. The sponsor must take out a clinical trial insurance policy, and, according to the industry agreement, should put in place a common compensation policy for the injuries from the trial.

Prior to the commencement of human clinical studies, the sponsor must complete evaluation of the safety of the investigative product, and submit a clinical trial notification and the protocol to the authorities in advance, upon agreement of the IRB of the participating institutions. When the authorities do not comment on the notification, the sponsor may proceed with the clinical trial.

Any substantial changes to the trial protocol or other information submitted must be cleared by the IRB and notified to the authorities. Medicines used in clinical trials must be manufactured in accordance with good manufacturing practice (GMP).

Product approval

To market a medicinal product in Japan, we must obtain regulatory approval. To obtain regulatory approval of an investigational medicinal product, we must submit a new drug application. The process for doing this depends, among other things, on the nature of the medicinal product and there are currently a few different pathways for approval. If the product is designed for treating certain “difficult diseases” or those whose patient size is limited, we may be able to obtain designation as an orphan drug product if it demonstrates unique therapeutic value. Approval application for such designated orphan products will be processed on an expedited basis and the authorities’ requirement for clinical data will be much limited. Separately, the latest amendment to the law introduced separate pathways for: (i) truly innovative products with a unique mode of action, and (ii) those which will satisfy unmet medical needs. These products will also be processed on an expedited basis.

The evaluation of applications will be based on an assessment of the risk-benefit balance of the product on the basis of scientific criteria concerning its quality, safety and efficacy. Once the review organization completes its review task, the matter will be considered by the advisory committee of experts, and the government will grant approval upon positive recommendation from the committee.

The volume and quality of the clinical data will be the key determinant of the approval decision. Clinical trial data generated overseas will be accepted as part of the data package consistent with the ICH recommendation. Typically, a limited dose response clinical trial for Japanese subjects is required to ensure that data are extrapolatable for the Japanese population. In a more recent development, the authorities encourage manufacturers to organize an international joint clinical trial with some Japanese participation under a joint protocol, to expedite the clinical trial process. Regulatory approval does not expire.

Licensing requirement

Separate from the approval requirement, it is also mandatory to possess a distribution license of an appropriate class for the manufacturer to commercially distribute the product in Japan. Non-Japanese companies who possess only the product approval may designate an appropriate license holder in Japan to commercially distribute the product, rather than distributing it on its own. The license is valid for 5 years.

Facilities

Our corporate headquarters is located in San Diego, California, where we lease and occupy 77,828 square feet of office and laboratory space pursuant to a lease that expires in April 2032 and may be terminated early under certain circumstances.

We also lease 29,542 square feet of office and laboratory space in South San Francisco, California pursuant to a lease that expires in October 2032, with an option to extend the term by 5 years, subject to certain conditions.

We believe our existing facilities are adequate to meet our current business requirements for the near term, and that additional space will be available on commercially reasonable terms, if required.

Employees

As of February 28, 2023, we had 129 full-time employees (FTEs), 51 of whom have doctorate degrees. Of our FTEs, 93 are engaged in research and development activities, and 36 are engaged in general and administrative activities. Substantially all of our employees are located in San Diego County, California. None of our employees are represented by labor unions or covered by collective bargaining units. We consider our relationship with our employees to be good.

Our human resources objectives include, as applicable, identifying, recruiting, retaining, incentivizing, and integrating our existing and additional employees. The principal purposes of our equity incentive plans are to attract, retain, and motivate selected employees, consultants, and directors through the granting of stock-based compensation awards.

Corporate Information

We were incorporated under the laws of the State of Delaware on July 2, 2018 as Erasca, Inc. Our principal executive offices are located at 3115 Merryfield Row, Suite 300, San Diego, California 92121, and our telephone number is 858-465-6511. Our website address is www.erasca.com. Our website and the information contained on, or that can be accessed through, the website will not be deemed to be incorporated by reference in, and are not considered part of, this Annual Report on Form 10-K.

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012. We will remain an emerging growth company until the earlier of: (i) the last day of the fiscal year: (a) following the fifth anniversary of the completion of the IPO, (b) in which we have total annual gross revenue of at least \$1.235 billion, or (c) in which we are deemed to be a large accelerated filer, which means the market value of our common stock that is held by non-affiliates exceeds \$700.0 million as of the prior June 30th, and (ii) the date on which we have issued more than \$1.0 billion in nonconvertible debt during the prior three-year period.

Available Information

Our website address is www.erasca.com. Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, including exhibits, proxy and information statements and amendments to those reports filed or furnished pursuant to Sections 13(a), 14, and 15(d) of the Exchange Act are available through the "Investors" portion of our website free of charge as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. In addition, our filings with the SEC may be accessed through the SEC's Interactive Data Electronic Applications system at www.sec.gov. All statements made in any of our securities filings, including all forward-looking statements or information, are made as of the date of the document in which the statement is included, and we do not assume or undertake any obligation to update any of those statements or documents unless we are required to do so by law.

We use the "Investors" portion of our website as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Investors should monitor such website, in addition to following our press releases, SEC filings and public conference calls and webcasts. Information relating to our corporate governance is also included on our website. The information in or accessible through the SEC and our website are not incorporated into, and are not considered part of, this Annual Report on Form 10-K.

Item 1A. Risk Factors.

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, as well as the other information in this Annual Report on Form 10-K, including our consolidated financial statements and the related notes included elsewhere in this Annual Report on Form 10-K and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before making investment decisions regarding our common stock. The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations and prospects. In such an event, the market price of our common stock could decline and you may lose all or part of your investment. The risks described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations.

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

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

We are a clinical-stage biopharmaceutical company with a limited operating history upon which you can evaluate our business and prospects. We commenced operations in 2018, and to date, we have focused primarily on organizing and staffing our company, business planning, raising capital, identifying, acquiring and in-licensing our product candidates, establishing our intellectual property portfolio, conducting research, preclinical studies and clinical trials, establishing arrangements with third parties for the manufacture of our product candidates and related raw materials, and providing general and administrative support for these operations. Our scientific approach to the discovery and development of product candidates is unproven, and we do not know whether we will be able to develop or obtain regulatory approval for any products of commercial value. In addition, while Novartis previously completed a Phase 2 clinical trial for naporafenib, our remaining product candidates are in early clinical development or in the preclinical or discovery stage. We have not yet completed any later-stage, large-scale or pivotal clinical trials, obtained regulatory approvals, manufactured a commercial-scale product, or arranged for a third party to do so on our behalf, or conducted sales and marketing activities necessary for successful product commercialization. Consequently, any predictions made about our future success or viability may not be as accurate as they could be if we had a history of successfully developing and commercializing biopharmaceutical products.

We have incurred significant operating losses since our inception and expect to incur significant losses for the foreseeable future. We do not have any products approved for sale and have not generated any revenue since our inception. If we are unable to successfully develop and obtain requisite approval for our product candidates, we may never generate any revenue. Our net losses were \$242.8 million and \$122.8 million for the years ended December 31, 2022 and 2021, respectively. As of December 31, 2022, we had an accumulated deficit of \$481.0 million. Substantially all of our losses have resulted from expenses incurred in connection with our research and development programs and from general and administrative costs associated with our operations. All of our product candidates will require substantial additional development time and resources before we would be able to apply for or receive regulatory approvals and begin generating revenue from product sales. We expect to continue to incur losses for the foreseeable future, and we anticipate these losses will increase substantially as we continue our development of, seek regulatory approval for and potentially commercialize any of our product candidates and seek to identify, assess, acquire, in-license or develop additional product candidates.

To become and remain profitable, we must succeed in developing and eventually commercializing products that generate significant revenue. This will require us to be successful in a range of challenging activities, including completing clinical trials and preclinical studies of our product candidates, discovering, acquiring or in-licensing additional product candidates, obtaining regulatory approval for these product candidates, and manufacturing, marketing, and selling any products for which we may obtain regulatory approval. We are only in the preliminary stages of most of these activities. We may never succeed in these activities and, even if we do, may never generate revenue that is significant enough to achieve profitability. In addition, we have not yet demonstrated an ability to successfully overcome many of the risks and uncertainties frequently encountered by companies in new and rapidly evolving fields, particularly in the biopharmaceutical industry. Because of the numerous risks and uncertainties associated with biopharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve profitability. Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable may have an adverse effect on the value of our company and could impair our ability to raise capital, expand our business, maintain our research and development

efforts, diversify our product candidates, or even continue our operations. A decline in the value of our company could also cause you to lose all or part of your investment.

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

The development of biopharmaceutical product candidates is capital-intensive. Our operations have consumed substantial amounts of cash since inception. We expect our expenses to increase in connection with our ongoing activities, particularly as we conduct our ongoing and planned clinical trials and preclinical studies, and seek regulatory approval for our current product candidates and any future product candidates we may develop or otherwise acquire. In addition, as our product candidates progress through development and toward commercialization, we will need to make milestone payments to the licensors and other third parties from whom we have in-licensed or acquired our product candidates, including naporafenib, ERAS-007, ERAS-601, and ERAS-801. If we obtain regulatory approval for any of our product candidates, we also expect to incur significant commercialization expenses related to product manufacturing, marketing, sales, and distribution. Because the outcome of any clinical trial or preclinical study is highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of our product candidates. Furthermore, we expect to incur additional costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we could be forced to delay, reduce or eliminate our research and development programs or any future commercialization efforts.

Based on our current operating plan, we believe that our existing cash, cash equivalents and marketable securities will be sufficient to fund our operations into the second half of 2025. We have based these estimates on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. Our operating plans and other demands on our cash resources may change as a result of many factors currently unknown to us, and we may need to seek additional funds sooner than planned, through public or private equity or debt financings or other capital sources, including potential collaborations, licenses and other similar arrangements. In addition, we may seek additional capital due to favorable market conditions or liquidity or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. For example, in August 2022, we entered into an Open Market Sale Agreement (the Sale Agreement) with Jefferies LLC (the Agent), pursuant to which we may, from time to time, sell shares of our common stock having an aggregate offering price of up to \$200 million through the Agent. However, there can be no assurance that the Agent will be successful in consummating future sales based on prevailing market conditions or in the quantities or at the prices that we deem appropriate. In addition, the Sale Agreement may be terminated by us or the Agent at any time upon specified notice to the other party, or by the Agent at any time in certain circumstances, including the occurrence of a material adverse change. Attempting to secure additional financing may divert our management from our day-to-day activities, which may adversely affect our ability to develop our product candidates.

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

- the type, number, scope, progress, expansions, results, costs and timing of discovery, preclinical studies and clinical trials of our product candidates that we are pursuing or may choose to pursue in the future, including the costs of any third-party products used in our combination clinical trials that are not covered by such third party or other sources;
- the costs and timing of manufacturing for our product candidates with contract manufacturing organizations (CMOs), including commercial manufacturing, if any product candidate is approved;
- the costs, timing and outcome of regulatory review of our product candidates;
- the costs of obtaining, maintaining and enforcing our patents and other intellectual property rights;
- our efforts to enhance operational systems and hire additional personnel to satisfy our obligations as a public company, including enhanced internal controls over financial reporting;
- the costs associated with hiring additional personnel, consultants, and contract research organizations (CROs) as our preclinical and clinical activities increase;
- the timing and amount of the milestone or other payments we must make to the licensors and other third parties from whom we have in-licensed or acquired our product candidates;
- the costs and timing of establishing or securing sales and marketing capabilities if any product candidate is approved;

- our ability to achieve sufficient market acceptance, coverage and adequate reimbursement from third-party payors and adequate market share and revenue for any approved products;
- patients' willingness to pay out-of-pocket for any approved products in the absence of coverage and/or adequate reimbursement from third-party payors;
- any delays and cost increases that result from the COVID-19 pandemic and other geopolitical or economic events (such as the ongoing conflict between Russia and Ukraine and the inflationary trends in the United States);
- the terms and timing of establishing and maintaining collaborations, licenses and other similar arrangements; and
- costs associated with any products or technologies that we may in-license or acquire.

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

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

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

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

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

Our portfolio of investments or bank deposits may be subject to market, interest and credit risk that may reduce their value and adversely affect our business, results of operations and financial condition.

The value of our investments may decline due to interest rate changes, downgrades of the bonds and other securities included in our investment portfolio and instability in the global financial markets that reduces the liquidity of securities included in our portfolio. In addition, the closure of Silicon Valley Bank (SVB) and Signature Bank and the appointment of the Federal Deposit Insurance Corporation (FDIC) as receiver created bank-specific and broader financial institution liquidity risk and concerns. Although the Department of the Treasury, the Federal Reserve, and the FDIC jointly released a statement that depositors at SVB and Signature Bank would have access to their funds, even those in excess of the standard FDIC insurance limits, under a systemic risk exception, future adverse developments with respect to specific financial institutions or the broader financial services industry may impair our ability to access capital needed to support near-term working capital needs, whether from our existing investment and deposit accounts or otherwise, and may lead to market-wide liquidity shortages and create additional market and economic uncertainty. Furthermore, a possible recession, rising inflation, and the ongoing COVID-19 pandemic has and may continue to adversely affect the financial markets in some or all countries worldwide. Each of these events may cause us to record charges to reduce the carrying value of our investment portfolio or sell investments for less than our acquisition cost. Although we attempt to mitigate these risks through diversification of our investments, the value of our investments may nevertheless decline, and our

ability to fund our near-term and long-term working capital needs to support our business and clinical development plans may be adversely affected. In addition, any decline in available funding or access to our cash and liquidity resources could also result in breaches of our financial and/or contractual obligations or result in violations of federal or state wage and hour laws.

Risks related to the discovery, development and regulatory approval of our product candidates

We are early in our development efforts. If we are unable to successfully develop, obtain regulatory approval and ultimately commercialize any of our current or future product candidates, or experience significant delays in doing so, our business will be materially harmed.

We are early in our development efforts with ERAS-007, ERAS-601, ERAS-801, and ERAS-3490 in early clinical development. In addition, while Novartis has conducted clinical trials for naporafenib, we have yet to complete any clinical trials for this product candidate. As a result, our assumptions about naporafenib's development potential are based in large part on the data generated from such trials conducted by Novartis and we may observe materially and adversely different results as we conduct our planned clinical trials. All of our other programs are still in the preclinical or discovery stage. Our ability to generate product revenue, which we do not expect will occur for many years, if ever, will depend heavily on the successful development and eventual commercialization of our product candidates. The success of our product candidates will depend on several factors, including the following:

- initiation and successful enrollment of clinical trials and timely completion of clinical trials and preclinical studies with favorable results;
- acceptance of INDs by the FDA, or of similar regulatory submissions by comparable foreign regulatory authorities for the conduct of clinical trials of our product candidates and our proposed design of future clinical trials;
- the frequency and severity of adverse events in clinical trials;
- maintaining and establishing relationships with CROs and clinical sites for the clinical development of our product candidates both in the United States and internationally;
- demonstrating the safety, purity, potency and efficacy of our product candidates to the satisfaction of applicable regulatory authorities;
- receipt of marketing approvals from applicable regulatory authorities, including NDAs and BLAs from the FDA and maintaining such approvals;
- making arrangements with our third-party manufacturers for, or establishing, commercial manufacturing capabilities;
- establishing sales, marketing and distribution capabilities and launching commercial sales of our products, if and when approved, whether alone or in collaboration with others;
- establishing and maintaining patent and trade secret protection or regulatory exclusivity for our product candidates;
- maintaining an acceptable safety profile of our products following approval, if any; and
- maintaining and growing an organization of people who can develop and commercialize our products and technology.

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

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

The success of our business depends primarily upon our ability to identify, develop and commercialize products based on our scientific approach, which is singularly focused on shutting down the RAS/MAPK pathway, a novel and unproven approach. While we have had favorable preclinical study results for certain of our development programs, we have not yet succeeded and may not succeed in demonstrating efficacy and safety for any product candidates in clinical trials or in obtaining marketing approvals from the FDA or other regulatory authorities or in commercializing such product candidates.

ERAS-007, ERAS-601, ERAS-801, as well as our ERAS-3490 product candidate, are in early clinical development. In addition, while Novartis has conducted clinical trials for naporafenib, we have yet to complete any clinical trials for this product candidate. As an organization, we have not completed any clinical trials for any of our product candidates. In addition, while we believe our pipeline will yield multiple additional INDs for our development programs in the future, we may not be successful in our discovery efforts, and even if successful, we may not be able to submit INDs and have such INDs accepted to enable us to commence clinical trials on the timelines we expect, if at all. Our research methodology and scientific approach may be unsuccessful in identifying additional product candidates, and any product candidates may be shown to have harmful side effects or may have other characteristics that may necessitate additional clinical testing, or make the product candidates unmarketable or unlikely to receive marketing approval. In particular, using multiple agents to shut down multiple nodes of the RAS/MAPK pathway simultaneously is a novel approach that may have unexpected consequences, including adverse events that preclude successful development and approval of our product candidates. Further, because all of our current product candidates and development programs are based on the RAS/MAPK pathway, adverse developments with respect to one of our programs may have a significant adverse impact on the actual or perceived likelihood of success and value of our other programs.

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

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

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

Clinical and preclinical development is expensive and can take many years to complete, and its outcome is inherently uncertain. We cannot guarantee that any clinical trials or preclinical studies will be conducted as planned or completed on schedule, if at all, and failure can occur at any time during the preclinical study or clinical trial process, including due to factors that are beyond our control. Further, we may not be able to meet expected timeframes for data readouts, such as those for our anticipated SEACRAFT series of clinical trials, our FLAGSHIP-1 clinical trial, or HERKULES series of clinical trials. Despite promising preclinical or clinical results, any product candidate can unexpectedly fail at any stage of preclinical or clinical development. The historical failure rate for product candidates in our industry is high.

The results from preclinical studies or clinical trials of a product candidate or a competitor's product candidate in the same class may not predict the results of later clinical trials of our product candidate, and interim, topline, or preliminary results of a clinical trial are not necessarily indicative of final results. Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy characteristics despite having progressed through preclinical studies and initial clinical trials. In particular, while naporafenib was evaluated in several clinical trials that we believe demonstrated PoC prior to our in-licensing the compound, and in September 2022, we announced promising preliminary data for ERAS-007 and ERAS-601, we do not know how any of these product candidates will perform in our planned clinical trials, whether due to design differences, patient population or otherwise. For these reasons and others, we do not know whether our product candidates will perform in ongoing or future clinical trials as they have performed in prior trials and studies or in preliminary or interim data readouts for ongoing trials. It is not uncommon to observe results in clinical trials that are unexpected based on preclinical studies and early clinical trials, and many product candidates fail in clinical trials despite very promising early results. If unexpected observations or toxicities are observed for any of our development programs, such results may delay or prevent the initiation of clinical trials for such development programs. Moreover, preclinical and clinical data may be susceptible to varying interpretations and analyses. A number of companies in the biopharmaceutical and biotechnology industries have suffered significant setbacks in clinical development even after achieving promising results in earlier studies. Such setbacks have occurred and may occur for many reasons, including, but not limited to: clinical sites and investigators may deviate from clinical trial protocols, whether due to lack of training or otherwise, and we may fail to detect any such deviations in a timely manner; patients may fail to adhere to any required clinical trial

procedures, including any requirements for post-treatment follow-up; our product candidates may fail to demonstrate effectiveness or safety in certain patient subpopulations, which has not been observed in earlier trials due to limited sample size, lack of analysis or otherwise; or our clinical trials may not adequately represent the patient populations we intend to treat, whether due to limitations in our trial designs or otherwise, such as where one patient subgroup is overrepresented in the clinical trial. There can be no assurance that we will not suffer similar setbacks despite the data we observed in earlier or ongoing studies. Based upon negative or inconclusive results, we or any future collaborator may decide, or regulators may require us, to conduct additional preclinical studies or clinical trials, which would cause us to incur additional operating expenses and delays and may not be sufficient to support regulatory approval on a timely basis or at all.

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

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

Before obtaining marketing approval from regulatory authorities for the sale of our product candidates, we must conduct extensive clinical studies to demonstrate the safety, purity, potency and efficacy of the product candidates in humans. Before we can initiate clinical trials for our preclinical product candidates, we must submit the results of preclinical studies to the FDA or comparable foreign regulatory authorities along with other information, including information about product candidate chemistry, manufacturing and controls and our proposed clinical trial protocol, as part of an IND application or similar regulatory submission. The FDA or comparable foreign regulatory authorities may require us to conduct additional preclinical studies for any product candidate before it allows us to initiate clinical trials under any IND or similar regulatory submission, which may lead to delays and increase the costs of our preclinical development programs. Moreover, even if these trials begin, issues may arise that could cause regulatory authorities to suspend or terminate such clinical trials. Any delays in the commencement or completion of our ongoing and planned clinical trials for our current and any future product candidate could significantly affect our product development timelines and product development costs.

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

- inability to generate sufficient preclinical, toxicology, or other in vivo or in vitro data to support the initiation or continuation of clinical trial;
- obtaining regulatory authorizations to commence a trial or reaching a consensus with regulatory authorities on trial design;
- the FDA or comparable foreign regulatory authorities disagreeing as to the design or implementation of our clinical studies;
- any failure or delay in reaching an agreement with CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- delays in identifying, recruiting and training suitable clinical investigators;
- obtaining approval from one or more IRBs at clinical trial sites;
- IRBs refusing to approve, suspending or terminating the trial at an investigational site, precluding enrollment of additional subjects, or withdrawing their approval of the trial;
- changes to the clinical trial protocol;
- clinical sites deviating from the trial protocol or dropping out of a trial;
- failure by us or our CROs to perform in accordance with GCP requirements or applicable regulatory guidelines in other countries;
- manufacturing sufficient quantities of product candidates or obtaining sufficient quantities of combination therapies for use in clinical trials;

- subjects failing to enroll or remain in our trials at the rate we expect, or failing to return for post-treatment follow-up, including subjects failing to remain in our trials due to movement restrictions, health reasons or otherwise resulting from the COVID-19 pandemic;
- patients choosing alternative treatments for the indications for which we are developing our product candidates, or participating in competing clinical trials;
- lack of adequate funding to continue the clinical trials or costs being greater than we anticipate;
- subjects experiencing severe or unexpected drug-related adverse effects;
- occurrence of serious adverse events in trials of the same class of agents conducted by other companies;
- selection of clinical endpoints that require prolonged periods of clinical observation or analysis of the resulting data;
- transfer of manufacturing processes to larger-scale facilities operated by a CMO, delays or failure by our CMOs or us to make any necessary changes to such manufacturing process, or failure of our CMOs to produce clinical trial materials in accordance with cGMP regulations or other applicable requirements; and
- third parties being unwilling or unable to satisfy their contractual obligations to us in a timely manner.

In particular, our anticipated SEACRAFT series of clinical trials are being designed based on the learnings from previously completed clinical trials conducted by Novartis. Although we do not currently expect the FDA to require us to conduct additional clinical trials prior to initiating our anticipated SEACRAFT-2 trial, there is risk that the FDA may ask questions or require additional information in order for us to advance naprafenib into a pivotal trial.

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

Further, our conduct of clinical trials in foreign countries presents additional risks that may delay completion of our clinical trials. These risks include the failure of enrolled patients in foreign countries to adhere to clinical protocol as a result of differences in healthcare services or cultural customs, managing additional administrative burdens associated with foreign regulatory schemes, as well as political and economic risks, including war, relevant to such foreign countries.

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

In addition, many of the factors that cause, or lead to, the termination or suspension of, or a delay in the commencement or completion of, clinical trials may also ultimately lead to the denial of regulatory approval of a product candidate. We may make formulation or manufacturing changes to our product candidates, in which case we may need to conduct additional preclinical studies to bridge our modified product candidates to earlier versions. Any delays to our clinical trials that occur as a result could shorten any period during which we may have the exclusive right to commercialize our product candidates and our competitors may be able to bring products to market before we do, and the commercial viability of our product candidates could be significantly reduced. Any of these occurrences may harm our business, financial condition and prospects significantly.

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

We may not be able to initiate or continue clinical trials for our product candidates if we are unable to identify and enroll a sufficient number of eligible patients to participate in these trials as required by the FDA or similar regulatory authorities outside the United States. Subject enrollment, a significant factor in the timeline of clinical trials, is affected by many factors including the size and characteristics of the patient population, the proximity of patients to clinical sites, the eligibility and exclusion criteria for the trial, the design of the clinical trial, the risk that enrolled patients will not complete a clinical trial, our ability to recruit clinical trial investigators with the appropriate competencies and experience, competing clinical trials and clinicians' and patients' perceptions as to the potential advantages and risks of the product candidate being studied in relation to other available therapies, including any new products that may be approved for the indications we are investigating as well as any product candidates under development. We will be required to identify and enroll a sufficient number of subjects for each of our clinical trials. Potential subjects for any planned clinical trials may not be adequately diagnosed or identified with the diseases which we are targeting or may not meet the entry criteria for such trials. In particular, because certain of our product candidates are focused on patients with specific molecular alterations within the RAS/MAPK pathway, our ability to enroll eligible patients may be limited or may result in slower enrollment than we anticipate. We also may encounter difficulties in identifying and enrolling patients with a stage of disease appropriate for our planned clinical trials and monitoring such patients adequately during and after treatment. Additionally, other pharmaceutical companies targeting these same types of cancer are recruiting clinical trial patients from these patient populations, which may make it more difficult to fully enroll our clinical trials. We may not be able to initiate or continue clinical trials if we are unable to locate a sufficient number of eligible subjects to participate in the clinical trials required by the FDA or comparable foreign regulatory authorities. In addition, the process of finding and diagnosing patients may prove costly. The timing of our clinical trials depends, in part, on the speed at which we can recruit patients to participate in our trials, as well as completion of required follow-up periods. The eligibility criteria of our clinical trials, once established, will further limit the pool of available trial participants. If patients are unwilling to participate in our trials for any reason, including the existence of concurrent clinical trials for similar patient populations, the availability of approved therapies or as a result of the COVID-19 pandemic, or we otherwise have difficulty enrolling a sufficient number of patients, the timeline for recruiting subjects, conducting studies and obtaining regulatory approval of our product candidates may be delayed. Additionally, because our clinical trials are in patients with relapsed/refractory cancer, the patients are typically in the late stages of their disease and may experience disease progression independent from our product candidates, making them unevaluable for purposes of the clinical trial and requiring additional patient enrollment. Our inability to enroll a sufficient number of subjects for any of our future clinical trials would result in significant delays or may require us to abandon one or more clinical trials altogether. In addition, we expect to rely on CROs and clinical trial sites to ensure proper and timely conduct of our future clinical trials and, while we have entered into agreements governing their services, we have limited influence over their actual performance. We cannot assure you that our assumptions used in determining expected clinical trial timelines are correct or that we will not experience delays in enrollment, which would result in the delay of completion of such trials beyond our expected timelines.

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

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

Moreover, if our product candidates are associated with undesirable side effects in clinical trials or have characteristics that are unexpected, we may elect to abandon their development or limit their development to more narrow uses or subpopulations in which the undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective, which may limit the commercial expectations for the product candidate if approved. For example, ophthalmic toxicities have been observed during treatment with MEK-targeted agents and also occur with ERK inhibitors, and reversible retinopathy is a well-known MEK/ERK class effect. Skin toxicities have also been noted as a class effect of inhibitors of RAF, MEK, and ERK. Skin TRAEs were observed in clinical trials of naporafenib, consistent with those associated with the RAF inhibitor class. Both skin and ophthalmic TRAEs were observed in clinical trials of ERAS-007, consistent with those associated with the MEK/ERK inhibitor class. Gastrointestinal toxicities have been associated with the use of MEK/ERK inhibitors and SHP2 inhibitors, whereas hematological toxicities are more commonly associated with SHP2 inhibitors. Furthermore, skin and gastrointestinal side effects represent overlapping toxicities of ERK inhibitors and SHP2 inhibitors with EGFR inhibitors and BRAF inhibitors. In clinical trials of ERAS-601, TRAEs of gastrointestinal events (i.e. diarrhea), mild changes in liver function tests, and laboratory changes related to bone marrow suppression were observed, consistent with those associated with the SHP2 inhibitor class. Therefore, unacceptable enhancement of certain toxicities may be seen when our product candidates are combined with standard of care therapies, or when they are used as single agents. We may also be required to modify our development and clinical trial plans based on findings in our ongoing clinical trials. Many compounds that initially showed promise in early-stage testing for treating cancer have later been found to cause side effects that prevented further development of the compound. In addition, regulatory authorities may draw different conclusions or require additional testing to confirm these determinations.

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

In addition, we plan to study our product candidates in combination with other therapies, including those that are also known to act on the RAS/MAPK pathway, which may exacerbate adverse events associated with such product candidates. Patients treated with our product candidates may also be undergoing surgical, radiation and chemotherapy treatments, which can cause side effects or adverse events that are unrelated to our product candidates but may still impact the success of our clinical trials. The inclusion of critically ill patients in our clinical trials may result in deaths or other adverse medical events due to other therapies or medications that such patients may be using or due to the gravity of such patients' illnesses. For example, it is expected that some of the patients enrolled in our clinical trials will die or experience major clinical events either during the course of our clinical trials or after participating in such trials, which has occurred in the past.

In addition, if one or more of our product candidates receives marketing approval, and we or others later identify undesirable side effects caused by such product, a number of potentially significant negative consequences could result, including:

- regulatory authorities may withdraw, suspend or limit approvals of such product, or seek an injunction against its manufacture or distribution;
- we may be required to recall a product or change the way such product is administered to patients;

- regulatory authorities may require additional warnings on the label, such as a “black box” warning or a contraindication;
- we may be required to implement a REMS or create a medication guide outlining the risks of such side effects for distribution to patients;
- we may be required to change the way a product is distributed or administered, conduct additional clinical trials or change the labeling of a product or be required to conduct additional post-marketing studies or surveillance;
- we could be sued and held liable for harm caused to patients;
- sales of the product may decrease significantly or the product could become less competitive; and
- our reputation may suffer.

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

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

We are early in our development efforts for our product candidates, have never completed any clinical trials and we will need to successfully complete later-stage and pivotal clinical trials in order to obtain FDA or comparable foreign regulatory approval to market our product candidates. Carrying out later-stage clinical trials and the submission of a successful NDA or BLA or similar regulatory submissions to comparable foreign regulatory authorities is a complicated process. We are only beginning to conduct clinical trials for our product candidates, and we have limited experience as a company in preparing, submitting and prosecuting regulatory filings and have not previously submitted an NDA, BLA or other comparable foreign regulatory submission for any product candidate. We are also conducting and plan to conduct a number of clinical trials for multiple product candidates in parallel over the next several years, which may be a difficult process to manage with our limited resources and which may divert the attention of management. In addition, we have had limited interactions with the FDA or other comparable foreign regulatory authorities, and cannot be certain how many additional clinical trials of our product candidates will be required or how such trials should be designed. Consequently, we may be unable to successfully and efficiently execute and complete necessary clinical trials in a way that leads to regulatory submission and approval of any of our product candidates. We may require more time and incur greater costs than our competitors and may not succeed in obtaining regulatory approvals of product candidates that we develop. Failure to commence or complete, or delays in, our planned clinical trials could prevent us from or delay us in submitting marketing applications, including NDAs and BLAs, and commercializing our product candidates.

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

We intend to develop our current and any future product candidates for use in combination with one or more currently approved cancer therapies. Even if any product candidate we develop was to receive marketing approval or be commercialized for use in combination with other existing therapies, we would continue to bear the risks that the FDA or similar foreign regulatory authorities could revoke approval of the therapy used in combination with our product candidate or that safety, efficacy, manufacturing or supply issues could arise with these existing therapies. Combination therapies are commonly used for the treatment of cancer, and we would be subject to similar risks if we develop any of our product candidates for use in combination with other drugs or biologics or for indications other than cancer. Developing combination therapies using approved therapeutics, as we plan to do for our product candidates, also exposes us to additional clinical risks, such as the requirement that we demonstrate the safety and efficacy of each active component of any combination regimen we may develop.

In addition, we are also evaluating the combination of ERAS-007 and ERAS-601, which we refer to as MAPKlamp, and may also evaluate our product candidates in combination with one or more other cancer therapies that have not yet been approved for marketing by the FDA or similar foreign regulatory authorities. We may not be able to market and sell any product candidate we develop in combination with any such unapproved cancer therapies that do not ultimately obtain marketing approval.

If the FDA or similar foreign regulatory authorities do not approve these other combination agents or revoke their approval of, or if safety, efficacy, manufacturing, or supply issues arise with the drugs or biologics we choose to evaluate in combination with our product candidates, we may be unable to obtain approval of or market our product candidates for combination therapy regimens.

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

Because we have a number of product candidates and development programs in our pipeline, we may expend our limited resources to pursue a particular product candidate and fail to capitalize on product candidates or indications that may be more profitable or for which there is a greater likelihood of success.

Because we have limited financial and managerial resources, we focus on specific product candidates, development programs and indications. We are also conducting and plan to conduct several clinical trials for multiple product candidates in parallel over the next several years, which may make our decision as to which product candidates to focus on more difficult. As a result, we may forgo or delay pursuit of opportunities with other product candidates that could have had greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Our spending on current and future research and development programs and product candidates for specific indications may not yield any commercially viable product candidates. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaborations, licenses and other similar arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate.

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

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

We may seek orphan designation for some of our product candidates; however, we may never receive such designations. Under the Orphan Drug Act of 1983, the FDA may designate a product as an orphan product candidate if it is intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200,000 individuals in the United States, or a patient population of greater than 200,000 individuals in the United States, but for which there is no reasonable expectation that the cost of developing the drug or biologic will be recovered from sales in the United States. Orphan drug designation must be requested before submitting an NDA or BLA.

In the United States, orphan designation entitles a party to financial incentives such as opportunities for grant funding toward clinical trial costs, tax advantages and user-fee waivers. In addition, if a product candidate that has orphan designation subsequently receives the first FDA approval for the disease or condition for which it has such designation, the product is entitled to orphan drug exclusivity, which means that the FDA may not approve any other applications, including an NDA or BLA, to market the same product for the same disease or condition for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity or where the manufacturer is unable to assure sufficient product quantity.

Even if we obtain orphan drug exclusivity for a product, such exclusivity may not effectively protect the product from competition because different drugs and biologics can be approved for the same disease or condition. Even after an orphan drug or biologic is approved, the FDA or comparable foreign regulatory authority can subsequently approve the same drug or biologic for the same condition if such regulatory authority concludes that the later drug or biologic is clinically superior because it is shown to be safer, more effective or makes a major contribution to patient care. Orphan drug exclusivity may also be lost if the FDA later determines that the initial request for designation was materially

defective, or if the sponsor seeks approval for an indication broader than the designated indication. In addition, orphan drug exclusivity does not prevent the FDA from approving competing drugs or biologics containing a different active ingredient for the same disease or condition. In addition, if a subsequent drug or biologic is approved for marketing for the same or a similar disease or condition as any of our product candidates that receive marketing approval, we may face increased competition and lose market share regardless of orphan drug exclusivity. Orphan designation neither shortens the development time or regulatory review time of a drug nor gives the drug any advantage in the regulatory review or approval process. Where applicable, we also may seek comparable designations for our product candidates in other jurisdictions, which may have differing requirements and would also include risks of not being granted and/or not being effective in protecting the product from competition.

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

We are currently conducting and may in the future conduct one or more of our clinical trials for our product candidates outside the United States. The acceptance of data from clinical trials conducted outside the United States or another jurisdiction by the FDA or comparable foreign regulatory authority may be subject to certain conditions or may not be accepted at all. In cases where data from foreign clinical trials are intended to serve as the sole basis for marketing approval in the United States, the FDA will generally not approve the application on the basis of foreign data alone unless (i) the data are applicable to the US population and US medical practice; (ii) the trials were performed by clinical investigators of recognized competence and pursuant to GCP regulations; and (iii) the data may be considered valid without the need for an on-site inspection by the FDA, or if the FDA considers such inspection to be necessary, the FDA is able to validate the data through an on-site inspection or other appropriate means. In addition, even where the foreign clinical trial data are not intended to serve as the sole basis for approval, if the clinical trial was not otherwise subject to an IND, the FDA will not accept the data as support for an application for marketing approval unless the trial was conducted in accordance with GCP requirements and the FDA is able to validate the data from the trial through an onsite inspection if deemed necessary. Many foreign regulatory authorities have similar approval requirements. In addition, such foreign trials would be subject to the applicable local laws of the foreign jurisdictions where the trials are conducted. There can be no assurance that the FDA or any comparable foreign regulatory authority will accept data from trials conducted outside of the United States or the applicable jurisdiction. If the FDA or any comparable foreign regulatory authority does not accept such data, it would result in the need for additional trials, which could be costly and time-consuming, and which may result in current or future product candidates that we may develop not receiving approval for commercialization in the applicable jurisdiction.

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

- additional foreign regulatory requirements;
- foreign exchange fluctuations;
- compliance with foreign manufacturing, customs, shipment and storage requirements;
- inconsistent standards for reporting and evaluating clinical data and adverse events;
- cultural differences in medical practice and clinical research; and
- diminished protection of intellectual property in some countries.

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

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

Interim data from clinical trials that we may complete are also subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Adverse differences between interim, top-line, or preliminary data and final data could significantly harm our business prospects.

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

We may attempt to secure approval from the FDA or comparable foreign regulatory authorities through the use of accelerated approval pathways. If we are unable to obtain such approval, we may be required to conduct additional clinical trials beyond those that we contemplate, which could increase the expense of obtaining, and delay the receipt of, necessary marketing approvals. Even if we receive accelerated approval from the FDA (or a similar expedited approval mechanism from a comparable foreign regulatory authority), if our confirmatory trials do not verify clinical benefit, or if we do not comply with rigorous post-marketing requirements, the FDA (or comparable foreign regulatory authority) may seek to withdraw any accelerated approval we have obtained.

We may in the future seek an expedited approval for one or more of our product candidates. Under the accelerated approval program, the FDA may grant accelerated approval to a product candidate designed to treat a serious or life-threatening condition that provides meaningful therapeutic benefit over available therapies upon a determination that the product candidate has an effect on a surrogate endpoint or intermediate clinical endpoint that is reasonably likely to predict clinical benefit. The FDA considers a clinical benefit to be a positive therapeutic effect that is clinically meaningful in the context of a given disease, such as irreversible morbidity or mortality. For the purposes of accelerated approval, a surrogate endpoint is a marker, such as a laboratory measurement, radiographic image, physical sign, or other measure that is thought to predict clinical benefit, but is not itself a measure of clinical benefit. An intermediate clinical endpoint is a clinical endpoint that can be measured earlier than an effect on irreversible morbidity or mortality that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit. The accelerated approval pathway may be used in cases in which the advantage of a new drug or biologic over available therapy may not be a direct therapeutic advantage, but is a clinically important improvement from a patient and public health perspective. If granted, accelerated approval and conditional approval are usually contingent on the sponsor's agreement to conduct, in a diligent manner, confirmatory studies to verify and describe the drug's clinical benefit. If such confirmatory studies fail to confirm the drug or biologic's clinical benefit or are not completed in a timely manner, the FDA may withdraw its approval of the drug or biologic on an expedited basis. In addition, in December 2022, President Biden signed an omnibus appropriations bill to fund the US government through fiscal year 2023. Included in the omnibus bill is the Food and Drug Omnibus Reform Act of 2022, which among other things, introduced reforms intended to expand the FDA's ability to regulate products receiving accelerated approval, including by increasing the FDA's oversight over the conduct of confirmatory trials; however, the ultimate impact of these reforms remains unclear.

Prior to seeking approval for any of our product candidates, we intend to seek feedback from the applicable health authorities, such as the FDA and will otherwise evaluate our ability to seek and receive accelerated or conditional approval. There can be no assurance that after our evaluation of the feedback and other factors we will decide to pursue or submit an NDA, BLA, or comparable foreign marketing application for accelerated approval or any other form of expedited development, review or approval.

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

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

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

Separately, in response to the COVID-19 pandemic, the FDA postponed most inspections of domestic and foreign manufacturing facilities at various points. Even though the FDA has since resumed standard inspection operations of domestic facilities where feasible, the FDA has continued to monitor and implement changes to its inspectional activities to ensure the safety of its employees and those of the firms it regulates as it adapts to the evolving COVID-19 pandemic, and any resurgence of the virus or emergence of new variants may lead to further inspectional delays. Regulatory authorities outside the United States may adopt similar restrictions or other policy measures in response to the COVID-19 pandemic. If a prolonged government shutdown occurs, or if global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

If we are required by the FDA or comparable foreign regulatory authority to obtain approval of a companion diagnostic test in connection with approval of any of our product candidates, and we do not obtain or face delays in obtaining FDA or foreign approval of a diagnostic device, we may not be able to commercialize such product candidate and our ability to generate revenue will be materially impaired.

If safe and effective use of any of our product candidates depends on an *in vitro* diagnostic that is not otherwise commercially available, then the FDA generally may require approval or clearance of that diagnostic, known as a companion diagnostic, at the same time that the FDA approves our product candidates, if at all. According to FDA guidance, if the FDA determines that a companion diagnostic device is essential to the safe and effective use of a novel therapeutic product or indication, the FDA generally will not approve the therapeutic product or new therapeutic product indication if the companion diagnostic is not also approved or cleared for that indication. If a satisfactory companion diagnostic is not commercially available, we may be required to develop or obtain one that would be subject to regulatory approval requirements. The process of obtaining or creating such diagnostics is time-consuming and costly.

Companion diagnostics are developed in conjunction with clinical programs for the associated product and are subject to regulation as medical devices by the FDA and comparable regulatory authorities, and the FDA has generally required premarket approval of companion diagnostics for cancer therapies. The approval of a companion diagnostic as part of the therapeutic product's labeling limits the use of the therapeutic product to only those patients who express the specific genetic alteration that the companion diagnostic was developed to detect.

If the FDA or a comparable regulatory authority requires approval of a companion diagnostic for any of our product candidates, whether before, simultaneously with, or after such candidate obtains marketing approval, if ever, we, and/or future collaborators, may encounter difficulties in developing and obtaining approval for such companion diagnostic. Any delay or failure by us or third-party collaborators to develop or obtain regulatory approval of a companion diagnostic could delay or prevent approval or continued marketing of such product candidate. We may also experience delays in developing a sustainable, reproducible and scalable manufacturing process for the companion diagnostic or in transferring that process to commercial partners or negotiating insurance reimbursement plans, all of which may prevent us from completing our clinical trials or commercializing our product candidate, if approved, on a timely or profitable basis, if at all.

Risks related to our reliance on third parties

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

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

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

Our CROs have the right to terminate their agreements with us in the event of an uncured material breach. In addition, some of our CROs have an ability to terminate their respective agreements with us if it can be reasonably demonstrated that the safety of the subjects participating in our clinical trials warrants such termination, if we make a general assignment for the benefit of our creditors or if we are liquidated. If any of our relationships with these third parties terminate, we may not be able to enter into arrangements with alternative third parties on commercially reasonable terms or at all. Switching or adding additional CROs, investigators and other third parties involves additional cost and requires our management's time and focus. In addition, there is a natural transition period when a new CRO commences work. As a result, delays occur, which can materially impact our ability to meet our desired clinical development timelines. Though we carefully manage our relationships with our CROs, investigators and other third parties, there can be no assurance that we will not encounter challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition and prospects.

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

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

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

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

In addition, we do not have any long-term commitments or supply agreements with our third-party manufacturers. We may be unable to establish any supply agreements with our third-party manufacturers or to do so on acceptable terms, which increases the risk of timely obtaining sufficient quantities of our product candidates or products or such quantities at an acceptable cost. Even if we are able to establish agreements with third-party manufacturers, reliance on third-party manufacturers entails additional risks, including:

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

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

Any performance failure on the part of our existing or future manufacturers could delay clinical development or marketing approval, and any related remedial measures may be costly or time-consuming to implement. We do not currently have arrangements in place for redundant supply or a second source for all required raw materials used in the manufacture of our product candidates. If our existing or future third-party manufacturers cannot perform as agreed, we may be required to replace such manufacturers and we may be unable to replace them on a timely basis or at all. In particular, any replacement of our manufacturers could require significant effort and expertise because there may be a limited number of qualified replacements. In some cases, the technical skills or technology required to manufacture our product candidates may be unique or proprietary to the original manufacturer and we may have difficulty transferring such skills or technology to another third-party and a feasible alternative may not exist. In addition, certain of our product candidates and our own proprietary methods have never been produced or implemented outside of our company, and we may therefore experience delays to our development programs if and when we attempt to establish new third-party manufacturing arrangements for these product candidates or methods.

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

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

Because we currently rely on third parties to manufacture our product candidates and to perform quality testing, we must, at times, share our proprietary technology and confidential information, including trade secrets, with them. We seek to protect our proprietary technology, in part, by entering into confidentiality agreements, and, if applicable, material transfer agreements, collaborative research agreements, consulting agreements or other similar agreements with our collaborators, advisors, employees and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors, are intentionally or inadvertently incorporated into the technology of others or are disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how and trade secrets and despite our efforts to protect our trade secrets, a competitor's discovery of our proprietary technology and confidential information or other unauthorized use or disclosure would impair our competitive position and may have a material adverse effect on our business, financial condition, results of operations and prospects.

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

We may seek to enter into collaborations, joint ventures, licenses and other similar arrangements for the development or commercialization of our product candidates, due to capital costs required to develop or commercialize the product candidate or manufacturing constraints. Such collaborative discovery efforts may not yield additional development or product candidates for our pipeline. We may not be successful in our efforts to establish or maintain such collaborations for our product candidates because our research and development pipeline may be insufficient, our product candidates may be deemed to be at too early of a stage of development for collaborative effort or third parties may not view our product candidates as having the requisite potential to demonstrate safety and efficacy or significant commercial opportunity. In addition, we face significant competition in seeking appropriate strategic partners, and the negotiation process can be time-consuming and complex. We may have to relinquish valuable rights to our future revenue streams, research programs or product candidates, or grant licenses on terms that may not be favorable to us, as part of any such arrangement, and such arrangements may restrict us from entering into additional agreements with other potential collaborators. We cannot be certain that, following a collaboration, license or strategic transaction, we will achieve an economic benefit that justifies such transaction.

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

In addition, any potential future collaborations may be terminable by our strategic partners, and we may not be able to adequately protect our rights under these agreements. Furthermore, strategic partners may negotiate for certain rights to control decisions regarding the development and commercialization of our product candidates, if approved, and may not conduct those activities in the same manner as we do. Any termination of collaborations we enter into in the future, or any delay in entering into collaborations related to our product candidates, could delay the development and commercialization of our product candidates and reduce their competitiveness if they reach the market, which could have a material adverse effect on our business, financial condition and results of operations.

Risks related to commercialization of our product candidates

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

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, may contain significant limitations related to use restrictions for specified age groups, warnings, precautions or contraindications, and may include burdensome post-approval study or risk management requirements. For example, the FDA may require a REMS as a condition of approval of our product candidates, which could include requirements for a medication guide, physician communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. In addition, if the FDA or a comparable foreign regulatory authority approves our product candidates, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion, import, export and recordkeeping for our products will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as continued compliance with cGMP and GCP requirements for any clinical trials that we conduct post-approval. Manufacturers of approved products and their facilities are subject to continual review and periodic, unannounced inspections by the FDA and other regulatory authorities for compliance with cGMP regulations and standards. Later discovery of previously unknown problems with our products, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

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

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

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

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

If any of our product candidates are approved and we are found to have improperly promoted off-label uses of those products, we may become subject to significant liability. The FDA and other regulatory agencies strictly regulate the promotional claims that may be made about prescription products, such as our product candidates, if approved. In particular, a product may not be promoted for uses that are not approved by the FDA or such other regulatory agencies as

reflected in the product's approved labeling. If we receive marketing approval for a product candidate, physicians may nevertheless prescribe it to their patients in a manner that is inconsistent with the approved label. If we are found to have promoted such off-label uses, we may become subject to significant liability. The US federal government has levied large civil and criminal fines against companies for alleged improper promotion of off-label use and has enjoined several companies from engaging in off-label promotion. The government has also required companies to enter into consent decrees or imposed permanent injunctions under which specified promotional conduct is changed or curtailed. If we cannot successfully manage the promotion of our product candidates, if approved, we could become subject to significant liability, which would materially adversely affect our business and financial condition.

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

The ACA includes the 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 product candidates approved as a biological product under a BLA should qualify for the 12-year period of exclusivity. However, there is a risk that this exclusivity could be shortened due to congressional action or otherwise, or that the FDA will not consider our product candidates to be reference products for competing products, potentially creating the opportunity for competition sooner than anticipated.

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

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

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

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

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

The availability of coverage and the adequacy of reimbursement by governmental healthcare programs such as Medicare and Medicaid, private health insurers and other third-party payors are essential for most patients to be able to afford prescription medications such as our product candidates, if approved. Our ability to achieve coverage and acceptable levels of reimbursement for our products by third-party payors will have an effect on our ability to successfully commercialize those products. Accordingly, we will need to successfully implement a coverage and reimbursement strategy for any approved product candidate. Even if we obtain coverage for a given product by a third-party payor, the resulting reimbursement payment rates may not be adequate or may require co-payments that patients find unacceptably high. For products administered under the supervision of a physician, obtaining coverage and adequate reimbursement may be particularly difficult because of the higher prices often associated with such drugs. Additionally, separate reimbursement for the product itself or the treatment or procedure in which the product is used may not be available, which may impact physician utilization. We cannot be sure that coverage and reimbursement in the United States, the European Union or elsewhere will be available for any product that we may develop, and any reimbursement that may become available may be decreased or eliminated in the future.

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

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

Obtaining and maintaining reimbursement status is time-consuming, costly and uncertain. The Medicare and Medicaid programs increasingly are used as models for how private payors and other governmental payors develop their coverage and reimbursement policies for drugs. However, no uniform policy for coverage and reimbursement for products exists among third-party payors in the United States. Therefore, coverage and reimbursement for products can differ significantly from payor to payor. As a result, the coverage determination process is often a time-consuming and costly process that will require us to provide scientific and clinical support for the use of our products to each payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. Furthermore, rules and regulations regarding reimbursement change frequently, in some cases at short notice, and we believe that changes in these rules and regulations are likely.

Outside the United States, international operations are generally subject to extensive governmental price controls and other market regulations, and we believe the increasing emphasis on cost-containment initiatives in Europe and other countries has and will continue to put pressure on the pricing and usage of our products. In many countries, the prices of

medical products are subject to varying price control mechanisms as part of national health systems. Other countries allow companies to fix their own prices for medical products but monitor and control company profits. Additional foreign price controls or other changes in pricing regulation could restrict the amount that we are able to charge for our products. Accordingly, in markets outside the United States, the reimbursement for our products may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenue and profits.

Moreover, increasing efforts by governmental and third-party payors in the United States and abroad to cap or reduce healthcare costs may cause such organizations to limit both coverage and the level of reimbursement for newly approved products and, as a result, they may not cover or provide adequate payment for our products. We expect to experience pricing pressures in connection with the sale of any of our products due to the trend toward managed healthcare, the increasing influence of health maintenance organizations and additional legislative changes. The downward pressure on healthcare costs in general, particularly prescription drugs and surgical procedures and other treatments, has become very intense. As a result, increasingly high barriers are being erected to the entry of new products.

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

Although the biotechnology and pharmaceutical industries, and the oncology sector, are characterized by rapid evolution of technologies, fierce competition, and strong defense of intellectual property rights, we believe the most fearsome competitor of all is cancer itself. As such, we view other companies in this sector more as potential allies and collaborators than as competitors, as we all have a common cause: to defeat cancer. Many of the companies that are developing or marketing treatments for cancer, including major pharmaceutical and biotechnology companies that are working on therapies targeting the RAS/MAPK pathway, are companies with whom we endeavor to collaborate in our mission to erase cancer. That being said, our commercial potential could be reduced or eliminated if other companies develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than products that we may develop. Our competitors have developed, are developing or may develop products, product candidates and processes competitive with our product candidates. Any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future. We believe that a significant number of products are currently under development, and may become commercially available in the future, for the treatment of indications for which we may attempt to develop product candidates. In particular, there is intense competition in the oncology field. Our competitors include larger and better funded pharmaceutical, biopharmaceutical, biotechnological and therapeutics companies. Moreover, we may also compete with universities and other research institutions who may be active in oncology research and could be in direct competition with us. We also compete with these organizations to recruit management, scientists and clinical development personnel, which could negatively affect our level of expertise and our ability to execute our business plan. We will also face competition in establishing clinical trial sites, enrolling subjects for clinical trials and in identifying and in-licensing new product candidates. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

If any of our product candidates are approved, they will compete with small molecule therapies, biologics, cell-based therapies and traditional chemotherapy, either approved or under development, which are intended to treat the same indications that we are targeting or may target, including through approaches that may prove to be more effective, have fewer side effects, be less costly to manufacture, be more convenient to administer or have other advantages over our product candidates. In addition to competing with other therapies targeting similar indications, there are numerous other companies and academic institutions focused on similar targets as our product candidates and/or different scientific approaches to treating the same indications. We face competition from such companies in seeking any future potential collaborations to partner our product candidates, as well as potentially competing commercially for any approved products.

Specifically, there are also a number of pharmaceutical companies with product candidates in development that target the nodes involving the RAS/MAPK pathway. These include, among others, Amgen, AstraZeneca, Black Diamond Therapeutics, BioMed Valley Discoveries, Boehringer Ingelheim, BridgeBio, Bristol Myers Squibb, Deciphera Pharmaceuticals, Eli Lilly, Jacobio Pharmaceuticals (in collaboration with AbbVie), Janssen, Merck, Mirati Therapeutics, Novartis, Pfizer, Relay Therapeutics (in collaboration with Genentech), Revolution Medicines, Roche/Genentech, and Sanofi.

Many of our competitors have significantly greater financial, technical, manufacturing, marketing, sales and supply resources or experience than we do. If we successfully obtain approval for any product candidate, we will face competition based on many different factors, including the safety and effectiveness of our products, the ease with which our products can be administered and the extent to which patients accept relatively new routes of administration, the timing and scope of regulatory approvals for these products, the availability and cost of manufacturing, marketing and sales capabilities, price, reimbursement coverage and patent position. Competing products could present superior treatment alternatives, including by being more effective, safer, more convenient, less expensive or marketed and sold more effectively than any products we may develop. Competitive products approaches may make any products we develop obsolete or noncompetitive before we recover the expense of developing and commercializing our product candidates. If we are unable to compete effectively, our opportunity to generate revenue from the sale of our products we may develop, if approved, could be adversely affected.

The market opportunities for our product candidates may be limited to patients who are ineligible for or have failed prior treatments and may be small or different from our estimates.

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

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

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

We have no internal sales, marketing or distribution capabilities, nor have we ever commercialized a product. If any of our product candidates ultimately receives regulatory approval, we must build a marketing and sales organization with technical expertise and supporting distribution capabilities to commercialize each such product in major markets, which will be expensive and time-consuming, or collaborate with third parties that have direct sales forces and established distribution systems, either to augment our own sales force and distribution systems or in lieu of our own sales force and distribution systems. We have no prior experience as a company in the marketing, sale and distribution of biopharmaceutical products and there are significant risks involved in building and managing a sales organization, including our ability to hire, retain and incentivize qualified individuals, generate sufficient sales leads, provide adequate training to sales and marketing personnel and effectively manage a geographically dispersed sales and marketing team. Any failure or delay in the development of our internal sales, marketing and distribution capabilities would adversely impact the commercialization of these products. We may not be able to enter into collaborations or hire consultants or external service providers to assist us in sales, marketing and distribution functions on acceptable financial terms, or at all. In addition, our product revenue and our profitability, if any, may be lower if we rely on third parties for these functions than if we were to market, sell and distribute any products that we develop ourselves. We likely will have little control over such third parties, and any of them may fail to devote the necessary resources and attention to sell and market our

products effectively. If we are not successful in commercializing our products, either on our own or through arrangements with one or more third parties, we may not be able to generate any future product revenue and we would incur significant additional losses.

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

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

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

Risks related to our business operations and industry

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

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

- the timing and cost of, and level of investment in, research, development, regulatory approval and commercialization activities relating to our product candidates, which may change from time to time;
- the timing and success or failure of preclinical studies or clinical trials for our product candidates or competing product candidates, or any other change in the competitive landscape of our industry, including consolidation among our competitors or partners;
- coverage and reimbursement policies with respect to our product candidates, if approved, and potential future drugs that compete with our products;
- the cost of manufacturing our product candidates, which may vary depending on the quantity of production and the terms of our agreements with third-party manufacturers;
- expenditures that we will or may incur to acquire, develop or commercialize additional product candidates and technologies or other assets;

- the level of demand for any approved products, which may vary significantly and be difficult to predict; and
- future accounting pronouncements or changes in our accounting policies;

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

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

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

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

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

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

We have substantially increased our organization from 30 employees as of December 31, 2019 to 129 full-time employees as of February 28, 2023. As we continue development and pursue the potential commercialization of our product candidates, as well as function as a public company, we will need to expand our financial, development, regulatory, manufacturing, marketing and sales capabilities or contract with third parties to provide these capabilities for us. As our operations expand, we expect that we will need to manage additional relationships with various strategic partners, suppliers and other third parties. Our future financial performance and our ability to develop and commercialize our product candidates and to compete effectively will depend, in part, on our ability to manage any future growth effectively.

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

Our business operations and current and future arrangements with investigators, healthcare professionals, consultants, third-party payors, patient organizations and customers expose us to broadly applicable foreign, federal and state fraud and abuse and other healthcare laws and regulations. These laws may constrain the business or financial arrangements and relationships through which we conduct our operations, including how we research, market, sell and distribute any products for which we obtain marketing approval. Such laws include:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons or entities from knowingly and willfully soliciting, offering, receiving or providing any remuneration (including any kickback, bribe or certain

rebates), directly or indirectly, overtly or covertly, in cash or in kind, in return for, either the referral of an individual or the purchase, lease, or order, or arranging for or recommending the purchase, lease, or order of any good, facility, item or service, for which payment may be made, in whole or in part, under a federal healthcare program such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it in order to have committed a violation;

- the federal false claims laws, including the civil False Claims Act, and civil monetary penalties laws, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, to the federal government, claims for payment or approval that are false or fraudulent, knowingly making, using or causing to be made or used, a false record or statement material to a false or fraudulent claim, or from knowingly making or causing to be made a false statement to avoid, decrease or conceal an obligation to pay money to the federal government. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act;
- the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), which imposes criminal and civil liability for, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement, in connection with the delivery of, or payment for, healthcare benefits, items or services. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- the federal Physician Payments Sunshine Act, which requires certain manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) to report annually to the CMS, information related to payments and other "transfers of value" made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), certain non-physician practitioners (physician assistants, nurse practitioners, clinical nurse specialists, certified nurse anesthetists, anesthesiology assistants and certified nurse-midwives) and teaching hospitals, as well as ownership and investment interests held by such healthcare professionals and their immediate family members; and
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers; some state laws require biotechnology companies to comply with the biotechnology industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government and may require certain biotechnology companies to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures; some state laws that require biotechnology companies to report information on the pricing of certain drug products; and some state and local laws require the registration or pharmaceutical sales representatives.

Efforts to ensure that our current and future business arrangements with third parties will comply with applicable healthcare laws and regulations will involve ongoing substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant penalties, including civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in government funded healthcare programs, including Medicare and Medicaid, integrity oversight and reporting obligations, contractual damages, reputational harm, diminished profits and future earnings and the curtailment or restructuring of our operations. Defending against any such actions can be costly, time-consuming and may require significant financial and personnel resources. Therefore, even if we are successful in defending against any such actions that may be brought against us, our business may be impaired. Further, if any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, they may be subject to significant criminal, civil or administrative sanctions, including exclusions from government funded healthcare program.

Recently enacted legislation, future legislation and healthcare reform measures may increase the difficulty and cost for us to obtain marketing approval for and commercialize our product candidates and may affect the prices we may set.

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

For example, in March 2010, the ACA was enacted in the United States. Among the provisions of the ACA of importance to our potential product candidates, the ACA: established an annual, nondeductible fee on any entity that manufactures or imports specified branded prescription drugs and biologic agents; extended manufacturers' Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations; expands eligibility criteria for Medicaid programs; expanded the entities eligible for discounts under the Public Health Service pharmaceutical pricing program; increased the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program; creates a new Medicare Part D coverage gap discount program; established a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in and conduct comparative clinical effectiveness research, along with funding for such research; and established a Center for Medicare and Medicaid Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending.

There have been executive, judicial and Congressional challenges to certain aspects of the ACA. On June 17, 2021, the US Supreme Court dismissed the most recent judicial challenge to the ACA brought by several states without specifically ruling on the constitutionality of the ACA. Prior to the Supreme Court's decision, President Biden issued an executive order to initiate a special enrollment period from February 15, 2021 through August 15, 2021 for purposes of obtaining health insurance coverage through the ACA marketplace. The executive order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. On August 2, 2011, the Budget Control Act of 2011 was signed into law, which, among other things, resulted in reductions to Medicare payments to providers, which went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2032, with the exception of a temporary suspension from May 1, 2020 through March 31, 2022, unless additional Congressional action is taken. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, reduced Medicare payments to several providers, including hospitals, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. In addition, on March 11, 2021, the American Rescue Plan Act of 2021 was signed into law, which eliminates the statutory Medicaid drug rebate cap, currently set at 100% of a drug's average manufacturer price, beginning January 1, 2024.

Further, there has been heightened governmental scrutiny in the United States of pharmaceutical pricing practices in light of the rising cost of prescription drugs. Such scrutiny has resulted in several recent congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for products. On August 16, 2022, the Inflation Reduction Act of 2022, or IRA, was into law. Among other things, the IRA requires manufacturers of certain drugs to engage in price negotiations with Medicare (beginning in 2026), imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation (first due in 2023), and replaces the Part D coverage gap discount program with a new discounting program (beginning in 2025). The IRA permits the Secretary of the Department of Health and Human Services to implement many of these provisions through guidance, as opposed to regulation, for the initial years. For that and other reasons, it is currently unclear how the IRA will be effectuated.

At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. Legally mandated price controls on payment amounts by third-party payors or other restrictions could harm our business, results of operations, financial condition and prospects. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine

what pharmaceutical products and which suppliers will be included in their prescription drug and other healthcare programs. This could reduce the ultimate demand for our product candidates, if approved, or put pressure on our product pricing, which could negatively affect our business, results of operations, financial condition and prospects.

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

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

We face an inherent risk of product liability as a result of the clinical trials of our product candidates and will face an even greater risk if we commercialize our product candidates. For example, we may be sued if our product candidates allegedly cause injury or are found to be otherwise unsuitable during product testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product candidate, negligence, strict liability and a breach of warranties. Claims may be brought against us by clinical trial participants, patients or others using, administering or selling products that may be approved in the future. Claims could also be asserted under state consumer protection acts.

If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit or cease the commercialization of our products. Even a successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

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

We currently hold approximately \$10 million in product liability insurance coverage in the aggregate. We may need to increase our insurance coverage as we expand our clinical trials or if we commence commercialization of our product candidates. Insurance coverage is increasingly expensive. Our inability to obtain and retain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of our product candidates. Although we will maintain such insurance, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. Our insurance policies will also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We may have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts.

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

We do not carry insurance for all categories of risk that our business may encounter. Some of the policies we currently maintain include property, general liability, employment benefits liability, business automobile, workers' compensation, products liability, malicious invasion of our electronic systems, clinical trials, and directors' and officers' employment

practices and fiduciary liability insurance. We do not know, however, if we will be able to maintain insurance with adequate levels of coverage. No assurance can be given that an insurance carrier will not seek to cancel or deny coverage after a claim has occurred. Any significant uninsured liability may require us to pay substantial amounts, which would adversely affect our financial position and results of operations.

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

If we or any of our potential future collaborators are successful in commercializing our products, the FDA and foreign regulatory authorities would require that we and such collaborators report certain information about adverse medical events if those products may have caused or contributed to those adverse events. The timing of our obligation to report would be triggered by the date we become aware of the adverse event as well as the nature of the event. We and any of our potential future collaborators or CROs may fail to report adverse events within the prescribed timeframe. If we or any of our potential future collaborators or CROs fail to comply with such reporting obligations, the FDA or a foreign regulatory authority could take action, including criminal prosecution, the imposition of civil monetary penalties, seizure of our products or delay in approval or clearance of future products.

Our information technology systems, or those of any of our CROs, manufacturers, other contractors or consultants or current or potential future collaborators, may fail or suffer security breaches, which could result in a material disruption of our product development programs, harm our reputation, significant fines, penalties and liability and loss of customers or sales.

In the ordinary course of business, we collect, store, transmit and otherwise process large amounts of data including, without limitation, proprietary business information and personal information. Despite the implementation of security measures, our information technology systems (including infrastructure) and those of our current and any future CROs and other contractors, consultants, third-party service providers, vendors and collaborators are vulnerable to damage from computer viruses, cybersecurity threats (such as denial-of-service attacks, ransomware, supply chain attacks, cyber-attacks or cyber-intrusions over the Internet, hacking, phishing and other social engineering attacks), unauthorized access or use, natural disasters, terrorism, war and telecommunication and electrical failures. Our systems are also subject to compromise from internal threats, such as theft, misuse, unauthorized access or other improper or accidental actions by employees, vendors and other third parties with otherwise legitimate access to our systems. Third parties may also attempt to fraudulently induce our employees and contractors into disclosing sensitive information such as usernames, passwords or other information, or otherwise compromise the security of our electronic systems, networks, and/or physical facilities in order to gain access to our data. Attacks upon information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and are being conducted by sophisticated and organized groups and individuals with a wide range of motives and expertise. Additionally, due to the COVID-19 pandemic, and the continued hybrid working environment, we may also face increased cybersecurity risks due to our reliance on internet technology and the number of our employees who are working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities. Furthermore, new techniques may not be identified until they are launched against a target, and we may be unable to anticipate these techniques or detect an incident, assess its severity or impact, react or appropriately respond in a timely manner or implement adequate preventative measures, resulting in potential data loss or other damage to our information technology systems. Given the unpredictability of the timing, nature and scope of information technology disruptions, there can be no assurance that any security procedures and controls that we or our third-party partners and service providers have implemented will be sufficient to prevent cyber-attacks from occurring. The latency of a compromise is often measured in months, but could be years, and we may not be able to detect a compromise in a timely manner.

We and certain of our service providers are from time to time subject to cyberattacks and security incidents. While we do not believe that we have experienced any significant system failure, if such an event were to occur and cause interruptions in our operations or result in the unauthorized disclosure of or access to personally identifiable information or individually identifiable health information (potentially violating certain privacy laws), it could result in a material disruption of our development programs and our business operations, whether due to a loss of our trade secrets or other similar disruptions. Some of the federal, state and foreign government requirements include obligations of companies to notify individuals of security breaches involving particular personally identifiable information, which could result from breaches experienced by us or by our vendors, contractors, or organizations with which we have formed strategic relationships.

Any security breach or other incident, whether actual or perceived, could impact our reputation, cause us to incur significant costs, including legal expenses, harm customer confidence, hurt our expansion into new markets, cause us to incur remediation costs, or cause us to lose existing customers. For example, the loss of clinical trial data from clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. We also rely on third parties to manufacture our product candidates, and similar events relating to their computer systems could also have a material adverse effect on our business. We have also outsourced elements of our information technology infrastructure, and as a result a number of third-party vendors may or could have access to our confidential information. To the extent that any actual or perceived disruption or security breach affects our systems (or those of our third-party collaborators, service providers, vendors, contractors or consultants) or were to result in a loss of or accidental, unlawful or unauthorized access to, use of, release of, or other processing of personally identifiable information, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability, the further development and commercialization of our product candidates could be delayed, and we could be subject to significant fines, penalties or liabilities for any noncompliance with certain privacy and security laws. Further, our insurance coverage may not be sufficient to cover the financial, legal, business or reputational losses that may result from an interruption or breach of our systems.

Our business is subject to risks arising from COVID-19 and other epidemic diseases.

The COVID-19 worldwide pandemic has presented substantial public health and economic challenges and is affecting our employees, patients, physicians and other healthcare providers, communities and business operations, as well as the US and global economies and financial markets. International and US governmental authorities in impacted regions have taken, and are continuing to take actions in an effort to slow the spread of COVID-19 and variants of the virus. In response, our administrative employees have worked remotely and we have limited the number of staff in our research and development laboratories. To date we have not experienced material disruptions in our business operations.

However, the continuing COVID-19 pandemic and any future epidemic diseases may cause disruptions that could severely impact our business, clinical trials, preclinical studies and financial condition, including:

- delays or difficulties in enrolling patients in clinical trials;
- delays or difficulties in clinical site initiation, including difficulties in recruiting clinical site investigators and staff;
- interruption of, or delays in receiving, supplies of our product candidates from our CMOs due to staffing shortages, production slowdowns or stoppages and disruptions in delivery systems;
- interruptions or delays in clinical trials or preclinical studies due to restricted or limited operations at our laboratory facility or those of our outsourced service providers;
- limitations on employee resources that would otherwise be focused on the conduct of our clinical trials or preclinical studies due to sickness of employees or their families or the desire of employees to avoid contact with large groups of people, or other staffing shortages as a result of remote working requirements or otherwise;
- delays in clinical sites receiving the supplies and materials needed to conduct our clinical trials and interruption in global shipping that may affect the transport of clinical trial materials;
- diversion of healthcare resources away from the conduct of clinical trials, including the diversion of hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our clinical trials;
- interruption of key clinical trial activities, such as clinical trial site monitoring and source data verification, due to limitations on travel imposed or recommended by federal or state governments, employers and others or interruption of clinical trial subject visits and study procedures, which may impact the integrity of subject data and clinical study endpoints;
- interruption or delays in the operations of the FDA or other regulatory authorities, which may impact review and approval timelines;
- delays in receiving authorization from local regulatory authorities to initiate our planned clinical trials;
- changes in local regulations as part of a response to COVID-19 which may require us to change the ways in which our clinical trials are conducted, which may result in unexpected costs, or to discontinue such clinical trials altogether;
- delays in necessary interactions with local regulators, ethics committees, and other important agencies and contractors due to limitations in employee resources or forced furlough of government employees;

- refusal of the FDA to accept data from clinical trials in affected geographies outside the United States; and
- patent office interruption or delays in our ability to timely secure patent coverage for our product candidates.

The COVID-19 pandemic continues to rapidly evolve. The extent to which the COVID-19 pandemic may impact our business, including our clinical trials, preclinical studies and financial condition will depend on future developments, which are highly uncertain and cannot be predicted with confidence, such as the continued geographic spread of variants, the duration of the pandemic, the timing and effectiveness of vaccine distribution, travel restrictions and social distancing in the United States and other countries, business closures or business disruptions and the effectiveness of actions taken in the United States and other countries to contain and treat the disease.

To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this section. In addition, if in the future there is an outbreak of another highly infectious or contagious disease or other health concern, we may be subject to similar risks as posed by COVID-19.

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

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

Legal proceedings, government investigations and enforcement actions can be expensive and time-consuming. An adverse outcome resulting from any such proceeding, investigations or enforcement actions could result in significant damages awards, fines, penalties, exclusion from the federal healthcare programs, healthcare debarment, injunctive relief, product recalls, reputational damage and modifications of our business practices, which could have a material adverse effect on our business and results of operations.

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

We are exposed to the risk that our employees and independent contractors, including principal investigators, CROs, consultants and vendors may engage in misconduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or disclosure of unauthorized activities to us that violate: (i) the laws and regulations of the FDA and other similar regulatory requirements, including those laws that require the reporting of true, complete and accurate information to such authorities, (ii) manufacturing standards, including cGMP requirements, (iii) federal and state data privacy, security, fraud and abuse and other healthcare laws and regulations in the United States and abroad or (iv) laws that require the true, complete and accurate reporting of financial information or data. Activities subject to these laws also involve the improper use or misrepresentation of information obtained in the course of clinical trials, the creation of fraudulent data in our preclinical studies or clinical trials or illegal misappropriation of drug product, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. In addition, we are subject to the risk that a person or government could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business and financial results, including, without limitation, the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgements, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, imprisonment, contractual damages, reputational harm, diminished profits and future earnings, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

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

From time to time, we may consider strategic transactions, such as acquisitions of companies, asset purchases and out-licensing or in-licensing of intellectual property, products or technologies, similar to our approach in which we in-licensed and acquired certain of our current product candidates and development programs. Additional potential transactions that we may consider in the future include a variety of business arrangements, including spin-offs, strategic partnerships, joint ventures, restructurings, divestitures, business combinations and investments. Any future transactions could increase our near and long-term expenditures, result in potentially dilutive issuances of our equity securities, including our common stock, or the incurrence of debt, contingent liabilities, amortization expenses or acquired in-process research and development expenses, any of which could affect our financial condition, liquidity and results of operations. Future acquisitions may also require us to obtain additional financing, which may not be available on favorable terms or at all. These transactions may never be successful and may require significant time and attention of our management. In addition, the integration of any business that we may acquire in the future may disrupt our existing business and may be a complex, risky and costly endeavor for which we may never realize the full benefits of the acquisition. Accordingly, although there can be no assurance that we will undertake or successfully complete any additional transactions of the nature described above, any additional transactions that we do complete could have a material adverse effect on our business, results of operations, financial condition and prospects.

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

We have incurred substantial losses during our history, do not expect to become profitable in the near future and may never achieve profitability. To the extent that we continue to generate taxable losses, unused losses will, subject to limitations, carry forward to offset future taxable income, if any, until such unused losses expire (if at all). As of December 31, 2022, we had federal, California and other state net operating loss (NOL) carryforwards of \$166.1 million, \$250.2 million and \$2.0 million, respectively.

Federal NOL carryforwards arising in tax years beginning after December 31, 2017, may be carried forward indefinitely. The deductibility of federal NOL carryforwards may be limited. In addition, our NOL carryforwards are subject to review and possible adjustment by the United States Internal Revenue Service and state tax authorities.

Under Section 382 of the Internal Revenue Code of 1986, as amended (IRC), our federal NOL carryforwards may become subject to an annual limitation in the event of certain cumulative changes in the ownership of our company. An "ownership change" pursuant to Section 382 of the IRC generally occurs if one or more stockholders or groups of stockholders who own at least 5% of a company's stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. Similar rules may apply under state tax laws. We have not yet formally determined the amount of the cumulative change in our ownership resulting from our IPO or other transactions, or any resulting limitations on our ability to utilize our NOL carryforwards and other tax attributes. However, we believe that our ability to utilize our NOL carryforwards and other tax attributes to offset future taxable income or tax liabilities may be limited as a result of ownership changes, including changes related to our IPO. If we earn taxable income, such limitations could result in increased future income tax liability to us and our future cash flows could be adversely affected. We have recorded a full valuation allowance related to our NOL carryforwards and other deferred tax assets due to the uncertainty of the ultimate realization of the future benefits of those assets.

Investors' expectations of our performance relating to environmental, social and governance factors may impose additional costs and expose us to new risks.

There is an increasing focus from certain investors, employees and other stakeholders concerning corporate responsibility, specifically related to environmental, social and governance factors. Some investors may use these factors to guide their investment strategies and, in some cases, may choose not to invest in us if they believe our policies relating to corporate responsibility are inadequate, including if they believe our policies relating to the Erasca Foundation are inadequate. Third-party providers of corporate responsibility ratings and reports on companies have increased to meet growing investor demand for measurement of corporate responsibility performance. The criteria by which companies' corporate responsibility practices are assessed may change, which could result in greater expectations of us and cause us to undertake costly initiatives to satisfy such new criteria. If we elect not to or are unable to satisfy such new criteria, investors may conclude that our policies with respect to corporate responsibility are inadequate. We may face reputational damage in the event that our corporate responsibility procedures or standards do not meet the standards set by various constituencies.

Furthermore, if our competitors' corporate responsibility performance is perceived to be greater than ours, potential or current investors may elect to invest with our competitors instead. In addition, in the event that we communicate certain initiatives and goals regarding environmental, social and governance matters, including with respect to the initiatives and goals we established as part of the Erasca Foundation, we could fail, or be perceived to fail, in our achievement of such initiatives or goals, or we could be criticized for the scope of such initiatives or goals. If we fail to satisfy the expectations of investors, employees and other stakeholders or our initiatives are not executed as planned, our reputation and financial results could be materially and adversely affected.

Risks related to our intellectual property

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

Our success depends in large part on our ability to obtain and maintain patent protection and trade secret protection with respect to our therapeutic programs, proprietary technologies, and their uses. We seek to protect our proprietary position, in part, by filing patent applications in the United States and abroad relating to our product candidates. We also seek to protect our proprietary position by acquiring or in-licensing relevant issued patents or pending applications from third parties. If we or our licensors are unable to obtain or maintain patent protection with respect to our product candidates, our business, financial condition, results of operations and prospects could be materially harmed.

Changes in either the patent laws or their interpretation in the United States and other jurisdictions may diminish our ability to protect our intellectual property, obtain, maintain and enforce our intellectual property rights and, more generally, could affect the value of our intellectual property or narrow the scope of our protection. We cannot predict whether the patent applications we or our licensors are currently pursuing will issue as patents in any particular jurisdiction or whether the claims of any issued patents will provide sufficient protection against competitors or other third parties.

The patent prosecution process is expensive, time-consuming, and complex, and we and our licensors may not be able to file, prosecute, maintain, enforce, or license all necessary or desirable patent applications at a reasonable cost or in a timely manner, including delays as a result of the COVID-19 pandemic. It is also possible that we or our licensors will fail to identify patentable aspects of our research and development output in time to obtain patent protection. Although we enter into non-disclosure and confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development output, such as our employees, third-party collaborators, CROs, CMOs, consultants, advisors and other third parties, any of these parties may breach the agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection. In addition, our ability to obtain and maintain valid and enforceable patents depends on whether the differences between our inventions and the prior art allow our inventions to be patentable in light of the prior art. Furthermore, publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, or in some cases not at all. Therefore, we cannot be certain that we or our licensors were the first to invent the inventions claimed in any of our owned or licensed patents or pending patent applications, or that we or our licensors were the first to file for patent protection of such inventions.

The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has been the subject of much litigation in recent years. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. Our owned and in-licensed patent applications may not result in patents being issued which protect our therapeutic programs and other proprietary technologies we may develop or which effectively prevent others from commercializing competitive technologies and products.

Moreover, the claim coverage in a patent application can be significantly reduced before the patent is granted. Even if our owned and in-licensed patent applications issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us or otherwise provide us with any competitive advantage. Any patents issuing from our owned and in-licensed patent applications may be challenged, narrowed, circumvented or invalidated by third parties. Consequently, we do not know whether our therapeutic programs and other proprietary technology will be protectable or remain protected by valid and enforceable patents. Even if a patent is granted, our competitors or other third parties may be able to circumvent the patent by developing similar or alternative technologies or products in a non-infringing manner which could materially adversely affect our business, financial condition, results of operations and prospects. In addition, given the amount of time required for the development, testing

and regulatory review of our therapeutic programs and eventual product candidates, patents protecting the product candidates might expire before or shortly after such product candidates are commercialized. As a result, our intellectual property may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

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

Moreover, some of our owned and in-licensed patent rights are, and may in the future be, co-owned with third parties. If we are unable to obtain an exclusive license to any such third-party co-owners' interest in such patent rights, such co-owners may be able to license their rights to other third parties, including our competitors, and our competitors could market competing products and technology. In addition, we may need the cooperation of any such co-owners of such patent rights in order to enforce such patent rights against third parties, and such cooperation may not be provided to us. Any of the foregoing could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects.

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

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

Filing, prosecuting and defending patents on our product candidates in all countries throughout the world would be prohibitively expensive, and the laws of foreign countries may not protect our intellectual property rights to the same extent as the laws of the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our intellectual property in and into the United States or other jurisdictions. Competitors may use our intellectual property in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection but enforcement is not as strong as that in the United States. These products may compete with our products, and our owned and in-licensed patents or other intellectual property rights may not be effective or sufficient to prevent them from competing. Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents, trade secrets and other intellectual property protection, particularly those relating to biotechnology products, which could make it difficult for us to stop the infringement of our owned and in-licensed patents or marketing of competing products in violation of our intellectual property and proprietary rights generally. In addition, some jurisdictions, such as Europe, Japan and China, may have a higher standard for patentability than in the United States, including, for example, the requirement of claims having literal support in the original patent filing and the limitation on using supporting data that is not in the original patent filing. Under those heightened patentability requirements, we may not be able to obtain sufficient patent protection in certain jurisdictions even though the same or similar patent protection can be secured in the United States and other jurisdictions.

Proceedings to enforce our intellectual property and proprietary rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our owned and in-licensed patents at risk of being invalidated or interpreted narrowly, could put our owned and in-licensed patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property and proprietary rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop.

Many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we are forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired, and our business, financial condition, results of operations and prospects may be adversely affected.

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

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

The USPTO and various non-US government agencies require compliance with certain foreign filing requirements during the patent application process. For example, in some countries, including the US, China, India and some European countries, a foreign filing license is required before certain patent applications are filed. The foreign filing license requirements vary by country and depend on various factors including where the inventive activity occurred, citizenship status of the inventors, the residency of the inventors and the invention owner, the place of business for the invention owner and the nature of the subject matter to be disclosed (e.g., items related to national security or national defense). In some cases, a foreign filing license may be obtained retroactively in accordance with the applicable rules. There are situations, however, in which non-compliance can result in abandonment of a pending patent application or can be grounds for revoking or invalidating an issued patent, resulting in the loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the relevant markets with similar or identical products or technology, which could have a material adverse effect on our business, financial condition, results of operations, and prospects. We are also dependent on our licensors to take the necessary actions to comply with these requirements with respect to our licensed intellectual property. The Indian patent application covering ERAS-007 as composition of matter was filed without obtaining a foreign filing license from the Indian Patent Office. As such, any patent issuing from the pending patent application in India may be vulnerable to revocation by the Indian Patent Office or invalidity or unenforceability attacks by third parties.

The COVID-19 pandemic may impair our and our licensors' ability to comply with these procedural, document submission, fee payment, and other requirements imposed by government patent agencies, which may materially and adversely affect our ability to obtain or maintain patent protection for our products and product candidates.

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

Changes in either the patent laws or interpretation of the patent laws in the United States could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. Assuming that other requirements for patentability are met, prior to March 2013, in the United States, the first to invent the claimed

invention was entitled to the patent, while outside the United States, the first to file a patent application was entitled to the patent. After March 2013, under the Leahy-Smith America Invents Act (the America Invents Act) enacted in September 2011, the United States transitioned to a first inventor to file system in which, assuming that other requirements for patentability are met, the first inventor to file a patent application will be entitled to the patent on an invention regardless of whether a third party was the first to invent the claimed invention. A third party that files a patent application in the USPTO after March 2013, but before us or our licensors could therefore be awarded a patent covering an invention of ours or our licensors even if we or our licensors had made the invention before it was made by such third party. This will require us to be cognizant going forward of the time from invention to filing of a patent application. Since patent applications in the United States and most other countries are confidential for a period of time after filing or until issuance, we cannot be certain that we or our licensors were the first to either: (i) file any patent application related to our therapeutic programs and other proprietary technologies we may develop, or (ii) invent any of the inventions claimed in our patent applications.

The America Invents Act also includes a number of significant changes that affect the way patent applications will be prosecuted and also may affect patent litigation. These include allowing third party submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent by USPTO administered post-grant proceedings, including post-grant review, inter partes review and derivation proceedings. Because of a lower evidentiary standard in USPTO proceedings compared to the evidentiary standard in United States federal courts necessary to invalidate a patent claim, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our owned and in-licensed patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action. Therefore, the America Invents Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our owned and in-licensed patent applications and the enforcement or defense of patents issuing from those patent applications, all of which could have a material adverse effect on our business, financial condition, results of operations and prospects.

In addition, the patent positions of companies in the development and commercialization of biologics and pharmaceuticals are particularly uncertain. Recent US Supreme Court rulings have narrowed the scope of patent protection available in certain circumstances and weakened the rights of patent owners in certain situations. This combination of events has created uncertainty with respect to the validity and enforceability of patents, once obtained. Depending on future actions by the US Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that could have a material adverse effect on our existing patent portfolio and our ability to protect and enforce our intellectual property in the future.

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

If we or our licensors initiated legal proceedings against a third party to enforce a patent covering our product candidates, the defendant could counterclaim that such patent is invalid or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, non-enablement lack of sufficient written description or obviousness-type double patenting. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO, or made a misleading statement, during prosecution. Third parties may raise claims challenging the validity or enforceability of a patent before administrative bodies in the United States or abroad, even outside the context of litigation. Such mechanisms include re-examination, post-grant review, inter partes review, derivation proceedings, and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings). Such proceedings could result in the revocation of, cancellation of or amendment to our owned and in-licensed patents in such a way that they no longer cover our product candidates. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, of which we or our licensing partners and the patent examiner were unaware during prosecution. If a third party were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of the patent protection on our product candidates. Such a loss of patent protection would have a material adverse impact on our business, financial condition, results of operations and prospects.

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

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

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

Depending upon the timing, duration and specifics of any FDA marketing approval of any of our product candidates, one or more of our owned and in-licensed issued US patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Action of 1984 (Hatch-Waxman Amendments). The Hatch-Waxman Amendments permit a patent term extension of up to five years as compensation for patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent may be extended and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. Similar patent term restoration provisions to compensate for commercialization delay caused by regulatory review are also available in certain foreign jurisdictions, such as in Europe under Supplemental Protection Certificate. However, we may not be granted an extension because of, for example, failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents, or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we are unable to obtain patent term extension or term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our business, financial condition, results of operations and prospects could be materially harmed.

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

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

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

In addition to seeking patent protection for our product candidates, we also rely on trade secrets and confidentiality agreements to protect our unpatented know-how, technology, and other proprietary information and to maintain our competitive position. We seek to protect these trade secrets and other proprietary technology, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, third-party collaborators, CROs, CMOs, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants. We cannot guarantee that we have entered into such agreements with each party that may have or have had access to our trade secrets or proprietary technology and processes. Despite these efforts, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor or other third party, our competitive position would be materially and adversely harmed.

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

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

Some of our employees, consultants and advisors are currently or were previously employed at universities or other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Although we try to ensure that our employees, consultants and advisors do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or these individuals have used or disclosed intellectual property, including trade secrets or other proprietary information, of any such individual's current or former employer. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to our management.

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

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

We cannot guarantee that any of our patent searches or analyses, including the identification of relevant patents, the scope of patent claims or the expiration of relevant patents, are complete or thorough, nor can we be certain that we have identified each and every third-party patent and pending patent application in the United States and abroad that is relevant to or necessary for the commercialization of our current and future products and product candidates 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 patent application may be incorrect, which may negatively impact our ability to market our products. We may incorrectly determine that our products or product candidates are not covered by a third-party patent or may incorrectly predict whether a third party's pending patent application will issue with claims of relevant scope. Our determination of the expiration date of any patent in the United States or abroad that we consider relevant may be incorrect, and our failure to identify and correctly interpret relevant patents may negatively impact our ability to develop and market our products. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

Third-party claims of intellectual property infringement, misappropriation or other violations against us or our collaborators may prevent or delay the development and commercialization of our product candidates.

Our commercial success depends in part on our ability to avoid infringing, misappropriating and otherwise violating the patents and other intellectual property rights of third parties. There is a substantial amount of complex litigation involving patents and other intellectual property rights in the biotechnology and pharmaceutical industries, as well as administrative proceedings for challenging patents, including interference, derivation and reexamination proceedings before the USPTO or oppositions and other comparable proceedings in foreign jurisdictions. As discussed above, recently, due to changes in US law referred to as patent reform, new procedures including inter partes review and post-grant review have also been implemented. As stated above, this reform adds uncertainty to the possibility of challenge to our owned and in-licensed patents in the future.

Numerous US and foreign issued patents and pending patent applications owned by third parties exist in the fields in which we plan to commercialize our therapeutic and diagnostic programs and in which we are developing other proprietary technologies. As the biotechnology and pharmaceutical industries expand and more patents are issued, and as we gain greater visibility and market exposure as a public company, the risk that our therapeutic and diagnostic programs and commercializing activities may give rise to claims of infringement of the patent rights of others increases. We cannot assure you that our therapeutic programs and other proprietary technologies we may develop will not infringe existing or future patents owned by third parties. We may not be aware of patents that have already been issued and that a third party, including a competitor in the fields in which we are developing our therapeutic programs, might assert as infringed by us. It is also possible that patents owned by third parties of which we are aware, but which we do not believe we infringe or that we believe we have valid defenses to any claims of patent infringement, could be found to be infringed by us. It is not unusual that corresponding patents issued in different countries have different scopes of coverage, such that in one country a third-party patent does not pose a material risk, but in another country, the corresponding third-party patent may pose a material risk to our products or product candidates. As such, we monitor third-party patents in the relevant pharmaceutical markets. In addition, because patent applications can take many years to issue, there may be currently pending patent applications that may later result in issued patents that we may infringe.

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

Even if resolved in our favor, the foregoing proceedings could be very expensive, particularly for a company of our size, and time-consuming. Such proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such proceedings adequately. Some of our competitors may be able to sustain the costs of litigation or administrative proceedings more effectively than we can because of greater financial resources. Such legal proceedings may also absorb significant time of our technical and management personnel and distract them from

their normal responsibilities. Uncertainties resulting from such proceedings could impair our ability to compete in the marketplace. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. The occurrence of any of the foregoing could have a material adverse effect on our business, financial condition or results of operations.

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

Third parties, such as a competitor, may infringe our patent rights. In an infringement proceeding, a court may decide that a patent owned by us is invalid or unenforceable or may refuse to stop the other party from using the invention at issue on the grounds that the patent does not cover the technology in question. In addition, our patent rights may become involved in inventorship, priority or validity disputes. To counter or defend against such claims can be expensive and time-consuming. An adverse result in any litigation proceeding could put our patent rights at risk of being invalidated or interpreted narrowly. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation.

Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses and could distract our personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources and more mature and developed intellectual property portfolios. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace.

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

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

We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition among potential partners or customers in our markets of interest. At times, competitors or other third parties may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. Our efforts to enforce or protect our proprietary rights related to trademarks, trade names, domain name or other intellectual property may be ineffective and could result in substantial costs and diversion of resources and could adversely affect our business, financial condition, results of operations and prospects.

Intellectual property rights do not necessarily address all potential threats.

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

- others may be able to make products that are similar to our product candidates or utilize similar technology but that are not covered by the claims of the patents that we license or may own;
- we or our licensors or collaborators might not have been the first to make the inventions covered by our current or future patent applications;
- we or our licensors or collaborators might not have been the first to file patent applications covering our inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- it is possible that the pending and future patent applications we own or in-license will not lead to issued patents;
- issued patents that we own or in-license may be held invalid or unenforceable, including as a result of legal challenges by our competitors or other third parties;
- our competitors or other third parties might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable;
- we may fail to identify potential patentable subject matter and/or may fail to file on it;
- the patents of others may harm our business; and
- we may choose not to file for patent protection in order to maintain certain trade secrets or know-how, and a third party may subsequently file a patent application covering such intellectual property.

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

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

We are dependent, in part, on patents, know-how and proprietary technology licensed from others. We are a party to a number of license agreements under which we are granted rights to intellectual property that are important to our business and we may enter into additional license agreements in the future. Our existing license agreements impose, and we expect that any future license agreements where we in-license intellectual property, will impose on us, various development, regulatory and/or commercial diligence obligations, payment of milestones and/or royalties and other obligations. If we fail to comply with our obligations under these agreements, or we are subject to bankruptcy-related proceedings, the licensor may have the right to terminate the license, in which event we would not be able to develop or market products covered by the license.

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

In addition, the agreements under which we license intellectual property or technology from third parties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant patents, know-how and proprietary technology, or increase what we believe to be our financial or other obligations under the relevant agreement. Disputes that may arise between us and our licensors regarding intellectual property subject to a license agreement could include disputes regarding:

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

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

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

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

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

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

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

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

We maintain a large quantity of sensitive information, including confidential business and health-related information in connection with our preclinical studies, and are subject to laws and regulations governing the privacy and security of such information. The global data protection landscape is rapidly evolving, and we may be affected by or subject to new, amended or existing laws and regulations in the future, including as our operations continue to expand or if we operate in foreign jurisdictions. This evolution may create uncertainty in our business, affect our ability to operate in certain jurisdictions or to collect, store, transfer use and share personal information, necessitate the acceptance of more onerous obligations in our contracts, result in liability or impose additional costs on us. The cost of compliance with these laws, regulations and standards is high and is likely to increase in the future. Any failure or perceived failure by us to comply with federal, state or foreign laws or regulations, our internal policies and procedures or our contracts governing our processing of personal information could result in negative publicity, government investigations and enforcement actions, claims by third parties and damage to our reputation, any of which could have a material adverse effect on our business, results of operation, and financial condition.

In the United States, there are numerous federal and state privacy and data security laws and regulations governing the collection, use, disclosure and protection of personal information, including health information privacy laws, security breach notification laws and consumer protection laws. Each of these laws is subject to varying interpretations and constantly evolving. By way of example, HIPAA imposes privacy and security requirements and breach reporting obligations with respect to individually identifiable health information upon "covered entities" (health plans, health care clearinghouses and certain health care providers), and their respective business associates and subcontractors, individuals or entities that create, receive, maintain or transmit protected health information in connection with providing a service for or on behalf of a covered entity, as well as their covered subcontractors. We do not believe that we are currently acting as a covered entity or business associate under HIPAA and thus are not directly subject to its requirements or penalties. However, we may obtain health information from third parties (including research institutions from which we obtain clinical trial data) that are subject to privacy and security requirements under HIPAA. Depending on the facts and circumstances, we could be subject to significant penalties if we violate HIPAA.

In addition, certain state laws govern the privacy and security of health-related information, some of which are more stringent than HIPAA and many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts. Certain states have also adopted comparable privacy and security laws and regulations governing the privacy, processing and protection of personal information. For example, the California Consumer Privacy Act (CCPA), which went into effect on January 1, 2020, gives California residents expanded rights to access and delete their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. The CCPA may increase our compliance costs and potential liability. Further, the California Privacy Rights Act of 2020 (CPRA) generally went into effect on January 1, 2023, and significantly amends the CCPA and imposes additional data protection obligations on covered businesses, including

additional consumer rights processes, limitations on data uses, new audit requirements for higher risk data, and opt outs for certain uses of sensitive data. It also creates a new California data protection agency authorized to issue substantive regulations and could result in increased privacy and information security enforcement. Similar laws have passed in Virginia, Utah, Connecticut and Colorado, and have been proposed in other states and at the federal level, reflecting a trend toward more stringent privacy legislation in the United States. The enactment of such laws could have potentially conflicting requirements that would make compliance challenging. In the event that we are subject to or affected by HIPAA, the CCPA, the CPRA or other domestic privacy and data protection laws, any liability from failure to comply with the requirements of these laws could adversely affect our financial condition.

In Europe, the General Data Protection Regulation (GDPR) went into effect in May 2018. The GDPR governs the collection, use, disclosure, transfer or other processing of personal data of individuals within the EEA. Among other things, the GDPR requires the establishment of a lawful basis for the processing of data, imposes requirements relating to the consent of the individuals to whom the personal data relates, including detailed notices for clinical trial subjects and investigators, as well as requirements regarding the security of personal data and notification of data processing obligations to the competent national data processing authorities. In addition, the GDPR increases the scrutiny of transfers of personal data from clinical trial sites located in the EEA to the United States and other jurisdictions that the European Commission does not recognize as having “adequate” data protection laws. The GDPR imposes substantial fines for breaches and violations (up to the greater of €20 million or 4% of consolidated annual worldwide gross revenue). The GDPR also confers a private right of action on data subjects and consumer associations to lodge complaints with supervisory authorities, seek judicial remedies and obtain compensation for damages resulting from violations of the GDPR.

Recent legal developments in Europe have created complexity and uncertainty regarding transfers of personal data from the EEA to the United States. For example, on July 16, 2020, the Court of Justice of the European Union (CJEU) limited how organizations could lawfully transfer personal data from the EEA to the United States by invalidating the Privacy Shield for purposes of international transfers and imposing further restrictions on the use of standard contractual clauses (SCCs). In March 2022, the US and EU announced a new regulatory regime intended to replace the invalidated regulations; however, this new EU-US Data Privacy Framework has not been implemented beyond an executive order signed by President Biden on October 7, 2022 on Enhancing Safeguards for United States Signals Intelligence Activities. European court and regulatory decisions subsequent to the CJEU decision of July 16, 2020 have taken a restrictive approach to international data transfers. As supervisory authorities issue further guidance on personal data export mechanisms, including circumstances where the SCCs cannot be used, and/or start taking enforcement action, we could suffer additional costs, complaints and/or regulatory investigations or fines, and/or if we are otherwise unable to transfer personal data between and among countries and regions in which we operate, it could affect the manner in which we provide our services, the geographical location or segregation of our relevant systems and operations, and could adversely affect our financial results.

Further, from January 1, 2021, companies have had to comply with the GDPR and also the UK GDPR, which, together with the amended UK Data Protection Act 2018, retains the GDPR in UK national law. The UK GDPR mirrors the fines under the GDPR, i.e., fines up to the greater of €20 million (£17.5 million) or 4% of global turnover.

Although we work to comply with applicable laws, regulations and standards, our contractual obligations and other legal obligations, these requirements are evolving and may be modified, interpreted and applied in an inconsistent manner from one jurisdiction to another, and may conflict with one another or other legal obligations with which we must comply. Any failure or perceived failure by us or our employees, representatives, contractors, consultants, collaborators, or other third parties to comply with such requirements or adequately address privacy and security concerns, even if unfounded, could result in additional cost and liability to us, damage our reputation, and adversely affect our business and results of operations.

Risks related to ownership of our common stock

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

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

- results of our clinical trials and preclinical studies, and the results of trials of our competitors or those of other companies in our market sector;
- our ability to enroll subjects in our future clinical trials;
- regulatory approval of our product candidates, or limitations to specific label indications or patient populations for its use, or changes or delays in the regulatory review process;
- regulatory or legal developments in the United States and other countries;
- changes in the structure of healthcare payment systems;
- the success or failure of our efforts to develop, acquire or license additional product candidates;
- innovations, clinical trial results, product approvals and other developments regarding our competitors;
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures or capital commitments;
- manufacturing, supply or distribution delays or shortages;
- any changes to our relationship with any manufacturers, suppliers, collaborators or other strategic partners;
- achievement of expected product sales and profitability;
- variations in our financial results or those of companies that are perceived to be similar to us, or fluctuations in the valuation of such other companies;
- market conditions in the biopharmaceutical sector and issuance of securities analysts' reports or recommendations;
- trading volume of our common stock;
- an inability to obtain additional funding;
- sales of our stock by us, our insiders and our other stockholders;
- the impact of any natural disasters or public health emergencies, such as the COVID-19 pandemic;
- general economic, industry, geopolitical and market conditions other events or factors, many of which are beyond our control, such as the military conflict between Russia and Ukraine, inflation and interest rate changes and financial institution instability;
- additions or departures of key personnel;
- intellectual property, product liability or other litigation against us;
- actual or anticipated changes in estimates as to financial results, development timelines, or recommendations by securities analysts;
- expiration of market stand-off or lock-up agreements;
- changes in our capital structure, such as future issuances of securities and the incurrence of additional debt; and
- changes in accounting standards, policies, guidelines, interpretations or principles.

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

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

We can provide no assurance that we will be able to maintain an active trading market for our common stock. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. An inactive market may also impair our ability to raise capital by selling shares and may impair our ability to acquire other businesses or technologies using our shares as consideration, which, in turn, could materially adversely affect our business.

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

As of December 31, 2022, our executive officers, directors and greater than 5% stockholders, in the aggregate, owned approximately 45% of our outstanding common stock. As a result, such persons, acting together, have the ability to significantly influence all matters submitted to our board of directors or stockholders for approval, including the appointment of our management, the election and removal of directors and approval of any significant transaction, as well as our management and business affairs. This concentration of ownership may have the effect of delaying, deferring or preventing a change in control, impeding a merger, consolidation, takeover or other business combination involving us, or discouraging a potential acquiror from making a tender offer or otherwise attempting to obtain control of our business, even if such a transaction would benefit other stockholders.

We do not currently intend to pay dividends on our common stock, and, consequently, your ability to achieve a return on your investment will depend on appreciation, if any, in the price of our common stock.

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

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

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

The holders of 71,263,685 shares of our outstanding common stock, or approximately 47.4% of our total outstanding common stock as of December 31, 2022, are entitled to rights with respect to the registration of their shares under the Securities Act. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares held by affiliates, as defined in Rule 144 under the Securities Act. Any sales of securities by these stockholders, or the registration of such shares, could have a material adverse effect on the trading price of our common stock.

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

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012 (JOBS Act), and may remain an emerging growth company until the last day of the fiscal year following the fifth anniversary of the completion of our IPO. However, if certain events occur prior to the end of such five-year period, including if we become a large accelerated filer, as defined under the Exchange Act, our annual gross revenue exceed \$1.235 billion or we issue more than \$1.0 billion of non-convertible debt in any three-year period, we will cease to be an emerging growth company prior to the end of such five-year period. For so long as we remain an emerging growth company, we are permitted and

intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include:

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

We cannot predict whether investors will find our common stock less attractive if we rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be reduced or more volatile. In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of these accounting standards until they would otherwise apply to private companies. We have elected to avail ourselves of this exemption and, therefore, we will not be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

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

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

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could significantly reduce the value of our shares to a potential acquiror or delay or prevent changes in control or changes in our management without the consent of our board of directors. The provisions in our charter documents include the following:

- a classified board of directors with three-year staggered terms, which may delay the ability of stockholders to change the membership of a majority of our board of directors;
- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of our board of directors, unless the board of directors grants such right to the stockholders, to elect a director to fill a vacancy created by the expansion of the board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- the required approval of at least 66-2/3% of the shares entitled to vote to remove a director for cause, and the prohibition on removal of directors without cause;
- the ability of our board of directors to authorize the issuance of shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquiror;
- the ability of our board of directors to alter our amended and restated bylaws without obtaining stockholder approval;

- the required approval of at least 66-2/3% of the shares entitled to vote to adopt, amend or repeal our amended and restated bylaws or repeal the provisions of our amended and restated certificate of incorporation regarding the election and removal of directors;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- an exclusive forum provision providing that the Court of Chancery of the State of Delaware will be the exclusive forum for certain actions and proceedings;
- the requirement that a special meeting of stockholders may be called only by the board of directors, which may delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us.

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

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

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine, provided that this provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Furthermore, our amended and restated certificate of incorporation also provides that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, including all causes of action asserted against any defendant named in such complaint. For the avoidance of doubt, this provision is intended to benefit and may be enforced by us, our officers and directors, the underwriters to any offering giving rise to such complaint, and any other professional entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering. These choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees and result in increased costs for investors to bring a claim. By agreeing to this provision, however, stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder. Furthermore, the enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. If a court were to find the choice of forum provisions in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition.

General risk factors

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

As a public company, we incur significant legal, accounting and other expenses that we did not incur as a private company. We are subject to the reporting requirements of the Exchange Act, which require, among other things, that we file with the SEC annual, quarterly and current reports with respect to our business and financial condition. In addition, Sarbanes-Oxley, as well as rules subsequently adopted by the SEC and Nasdaq to implement provisions of Sarbanes-Oxley, impose significant requirements on public companies, including requiring establishment and maintenance of effective disclosure and financial controls and changes in corporate governance practices. Further, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the SEC has adopted additional rules and regulations in these areas, such as mandatory “say on pay” voting requirements and “pay versus performance” disclosure requirements that will apply to us when we cease to be an emerging growth company. Stockholder activism, the current political environment and the current high level of government intervention and regulatory reform may lead to substantial new regulations and disclosure obligations, which may lead to additional compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate.

The rules and regulations applicable to public companies have substantially increased our legal and financial compliance costs and have made some activities more time-consuming and costly. If these requirements divert the attention of our management and personnel from other business concerns, they could have a material adverse effect on our business, financial condition and results of operations. The increased costs will decrease our net income or increase our net loss, and may require us to reduce costs in other areas of our business or increase the prices of our products or services. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers.

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

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

We are also subject to other US laws and regulations governing export controls, as well as economic sanctions and embargoes on certain countries and persons.

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

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

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

We and any of our third-party manufacturers or suppliers and current or potential future collaborators will use biological materials, potent chemical agents and may use hazardous materials, including chemicals and biological agents and compounds that could be dangerous to human health and safety of the environment. Our operations and the operations of our third-party manufacturers and suppliers also produce hazardous waste products. Federal, state and local laws and regulations govern the use, generation, manufacture, storage, handling and disposal of these materials and wastes. Compliance with applicable environmental laws and regulations may be expensive, and current or future environmental laws and regulations may impair our product development efforts. In addition, we cannot eliminate the risk of accidental injury or contamination from these materials or wastes. We do not carry specific biological or hazardous waste insurance coverage, and our property, casualty and general liability insurance policies specifically exclude coverage for damages and fines arising from biological or hazardous waste exposure or contamination. In the event of contamination or injury, we could be held liable for damages or be penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory approvals could be suspended. Although we maintain workers' compensation insurance for certain costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials or other work-related injuries, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for toxic tort claims that may be asserted against us in connection with our storage or disposal of biologic, hazardous or radioactive materials.

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

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

Our operations could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, medical epidemics and other natural or manmade disasters or business interruptions, for which we are predominantly self-insured. We rely on third-party manufacturers to produce our product candidates. Our ability to obtain clinical supplies of our product candidates could be disrupted if the operations of these suppliers were affected by a man-made or natural disaster or other business interruption. In addition, our corporate headquarters is located in San Diego, California near major earthquake faults and fire zones, and the ultimate impact on us of being located near major earthquake faults and fire zones and being consolidated in a certain geographical area is unknown. The occurrence of any of these business disruptions could seriously harm our operations and financial condition and increase our costs and expenses.

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

From time to time, the global credit and financial markets have experienced extreme volatility and disruptions, including severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates and uncertainty about economic stability. The financial markets and the global economy may also be adversely affected by the current or anticipated impact of military conflict, including the conflict between Russia and Ukraine, terrorism or other geopolitical events. Sanctions imposed by the United States and other countries in response to such conflicts, including the one in Ukraine, may also adversely impact the financial markets and the global economy, and any economic countermeasures by the affected countries or others could exacerbate market and economic instability. More recently, the closures of SVB and Signature Bank and their placement into receivership with the FDIC created bank-specific and broader financial institution liquidity risk and concerns. Although the Department of the Treasury, the Federal Reserve, and the FDIC jointly released a statement that depositors at SVB and Signature Bank would have access to their funds, even those in excess of the standard FDIC insurance limits, under a systemic risk exception, future adverse developments with respect to specific financial institutions or the broader financial services industry may lead to market-wide liquidity shortages, impair the ability of companies to access near-term working capital needs, and create additional market and economic uncertainty. There can be no assurance that future credit and financial

market instability and a deterioration in confidence in economic conditions will not occur. Our general business strategy may be adversely affected by any such economic downturn, liquidity shortages, volatile business environment or continued unpredictable and unstable market conditions. If the equity and credit markets deteriorate, or if adverse developments are experienced by financial institutions, it may cause short-term liquidity risk and also make any necessary debt or equity financing more difficult, more costly, more onerous with respect to financial and operating covenants and more dilutive. Failure to secure any necessary financing in a timely manner and on favorable terms could have a material adverse effect on our growth strategy, financial performance and stock price and could require us to delay or abandon clinical development plans. In addition, there is a risk that one or more of our current service providers, financial institutions, manufacturers and other partners may be adversely affected by the foregoing risks, which could directly affect our ability to attain our operating goals on schedule and on budget.

Changes in tax law may materially adversely affect our financial condition, results of operations and cash flows.

New income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time, or interpreted, changed, modified or applied adversely to us, any of which could adversely affect our business operations and financial performance. The likelihood of these changes being enacted or implemented is unclear. We are currently unable to predict whether such changes will occur. If such changes are enacted or implemented, we are currently unable to predict the ultimate impact on our business. We urge our investors to consult with their legal and tax advisors with respect to any changes in tax law and the potential tax consequences of investing in our common stock.

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

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us, our business, our market or our competitors. If one or more of the analysts who covers us downgrades our stock, our stock price would likely decline. If one or more of these analysts ceases to cover us or fails to regularly publish reports on us, interest in our stock could decrease, which could cause our stock price or trading volume to decline.

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

Pursuant to Section 404 of Sarbanes-Oxley, our management is required to report upon the effectiveness of our internal control over financial reporting. When we lose our status as an “emerging growth company” and reach an accelerated filer threshold, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting. The rules governing the standards that must be met for our management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. To comply with the requirements of being a reporting company under the Exchange Act, we may need to upgrade our information technology systems; implement additional financial and management controls, reporting systems and procedures; and hire additional accounting and finance staff. If we or, if required, our auditors are unable to conclude that our internal control over financial reporting is effective, investors may lose confidence in our financial reporting and the trading price of our common stock may decline.

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

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 facts that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. 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.

We could be subject to securities class action litigation.

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

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

Our corporate headquarters is located in San Diego, California, where we lease and occupy 77,828 square feet of office and laboratory space pursuant to a lease that expires in April 2032 and may be terminated early under certain circumstances.

We also lease 29,542 square feet of office and laboratory space in South San Francisco, California pursuant to a lease that expires in October 2032, with an option to extend the term by 5 years, subject to certain conditions.

We believe our existing facilities are adequate to meet our current business requirements for the near term, and that additional space will be available on commercially reasonable terms, if required.

Item 3. Legal Proceedings.

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

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

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

Market Information

Our common stock trades under the symbol "ERAS" on the Nasdaq Global Select Market.

Holders of Our Common Stock

As of February 28, 2023, there were approximately 53 holders of record of our common stock. This number was derived from our shareholder records and does not include beneficial owners of our common stock whose shares are held in the name of various dealers, clearing agencies, banks, brokers and other fiduciaries.

Dividend Policy

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

Securities Authorized for Issuance Under Equity Compensation Plans

Information about our equity compensation plans will be included in our definitive proxy statement to be filed with the SEC with respect to our 2023 Annual Meeting of Stockholders and is incorporated herein by reference.

Unregistered Sales of Equity Securities

On December 9, 2022, in partial consideration of the rights granted under the Novartis License Agreement, we issued 12,307,692 shares of our common stock to Novartis, at an issuance price of \$6.50 per share. The shares were issued in a private placement in reliance on Section 4(a)(2) of the Securities Act for transactions by an issuer not involving any public offering. We relied upon this exemption from registration based in part on representations made by Novartis in a stock issuance agreement entered into between us and Novartis.

Use of Proceeds

On July 15, 2021, the SEC declared effective our registration statement on Form S-1 (File No. 333-257436), as amended, filed in connection with our IPO. Our IPO closed on July 20, 2021, and we issued and sold 21,562,500 shares of our common stock at a price to the public of \$16.00 per share, which included the exercise in full of the underwriters' option to purchase additional shares. We received gross proceeds from our IPO of \$345.0 million, before deducting underwriting discounts and commissions of \$24.2 million and offering costs of \$3.8 million. The managing underwriters of the offering were J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, BofA Securities, Inc., Evercore Group L.L.C. and Guggenheim Securities, LLC. No offering costs were paid or are payable, directly or indirectly, to our directors or officers, to persons owning 10% or more of any class of our equity securities or to any of our affiliates.

As of December 31, 2022, we have used approximately \$160.3 million of the proceeds from our IPO for general corporate purposes, including to fund the research and development of ERAS-007, ERAS-601 and our other RAS/MAPK pathway-focused pipeline programs. There has been no material change in the planned use of such proceeds from that described in the prospectus for our IPO.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

Item 6. Reserved

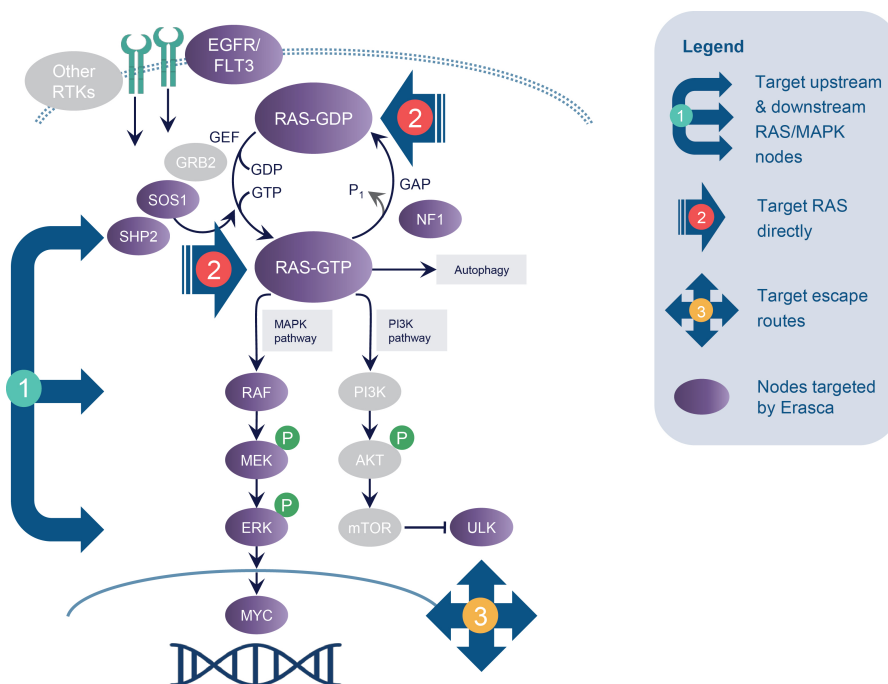
Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and notes thereto included elsewhere in this Annual Report on Form 10-K. This discussion contains forward-looking statements that involve risks and uncertainties, including those described in the section titled “Special Note Regarding Forward Looking Statements.” As a result of many factors, including those factors set forth in the “Risk Factors” section of this Annual Report on Form 10-K, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a clinical-stage precision oncology company singularly focused on discovering, developing, and commercializing therapies for patients with RAS/MAPK pathway-driven cancers. Molecular alterations in RAS, the most frequently mutated oncogene, and the MAPK pathway, one of the most frequently altered signaling pathways in cancer, account for approximately 5.5 million new patients diagnosed with cancer globally each year. Our company was co-founded by leading pioneers in precision oncology and RAS targeting to create novel therapies and combination regimens designed to comprehensively shut down the RAS/MAPK pathway for the treatment of cancer. We have assembled what we believe to be the deepest, wholly-owned or controlled RAS/MAPK pathway-focused pipeline in the industry, including 12 disclosed modality-agnostic programs aligned with our three therapeutic strategies of: (1) targeting key upstream and downstream signaling nodes in the RAS/MAPK pathway; (2) targeting RAS directly; and (3) targeting escape routes that emerge in response to treatment.

The following figure shows the RAS/MAPK pathway and how the three therapeutic strategies listed above attempt to comprehensively and synergistically shut down the RAS/MAPK pathway.



The target breadth and molecular diversity represented in our pipeline enable us to pursue a systematic, data-driven clinical development effort to identify single agent and combination approaches with the goal of prolonging survival in numerous patient populations with high unmet medical needs. Our modality-agnostic approach aims to allow us to selectively and potently inhibit or degrade critical signaling nodes with small molecule therapeutics, large molecule therapeutics, and protein degraders. Our purpose-built pipeline includes five clinical-stage programs (a pan-RAF inhibitor, ERK and SHP2 inhibitors, which together comprise our first, innovative MAPKlamp approach, an EGFR inhibitor, and a CNS-penetrant KRAS G12C inhibitor), and seven discovery-stage programs targeting other key oncogenic drivers. We believe our world-class team's capabilities and experience, further guided by our SAB, which includes the world's leading experts in the RAS/MAPK pathway, uniquely position us to achieve our bold mission of erasing cancer.

We do not own or operate, and currently have no plans to establish, any manufacturing facilities. We rely, and expect to continue to rely, on third parties for the manufacture of our product candidates for preclinical and clinical testing, as well as for commercial manufacture if any of our product candidates obtain marketing approval. We are working with our current manufacturers to ensure that we will be able to scale up our manufacturing capabilities to support our clinical plans. We are also in the process of locating and qualifying additional manufacturers to build redundancies into our supply chain. In addition, we rely on third parties to package, label, store, and distribute our product candidates, and we intend to continue to rely on third parties with respect to our commercial products if marketing approval is obtained. We believe that this strategy allows us to maintain a more efficient infrastructure by eliminating the need for us to invest in our own manufacturing facilities, equipment, and personnel while also enabling us to focus our expertise and resources on the design and development of our product candidates.

In July 2021, we completed our IPO and issued 21,562,500 shares of our common stock, including the exercise in full by the underwriters of their option to purchase 2,812,500 shares of our common stock, at a price to the public of \$16.00 per share. Our aggregate net proceeds from the offering were \$317.0 million, net of underwriting discounts and commissions of \$24.2 million and offering costs of \$3.8 million.

In August 2022, we entered into an Open Market Sale Agreement (the Sale Agreement) with Jefferies LLC (the Agent), pursuant to which we may offer and sell shares of our common stock having an aggregate offering price of up to \$200 million from time to time, in "at the market" offerings through the Agent. Sales of the shares of common stock, if any, will be made at prevailing market prices at the time of sale, or as otherwise agreed with the Agent. The Agent will receive a commission from us of up to 3.0% of the gross proceeds of any shares of common stock sold under the Sale Agreement. There have been no shares of our common stock sold under the Sale Agreement as of December 31, 2022.

In December 2022, we completed an underwritten offering (2022 Offering) and issued 15,384,616 shares of our common stock at a price to the public of \$6.50 per share. Proceeds from the 2022 Offering were \$94.9 million, net of underwriting discounts and commissions and offering costs of \$5.1 million.

Since our inception in 2018, we have devoted substantially all of our resources to organizing and staffing our company, business planning, raising capital, identifying, acquiring, and in-licensing our product candidates, establishing our intellectual property portfolio, conducting research, preclinical studies and clinical trials, establishing arrangements with third parties for the manufacture of our product candidates and related raw materials, and providing general and administrative support for these operations. We do not have any products approved for sale and have not generated any revenue. As of December 31, 2022, we have raised a total of \$765.4 million to fund our operations, comprised primarily of gross proceeds from our IPO and 2022 Offering and the sale and issuance of convertible preferred stock. As of December 31, 2022, we had cash, cash equivalents and marketable securities of \$435.6 million.

We have incurred significant operating losses since inception. Our net losses were \$242.8 million and \$122.8 million for the years ended December 31, 2022 and 2021, respectively. As of December 31, 2022, we had an accumulated deficit of \$481.0 million. We expect our expenses and operating losses will increase substantially for the foreseeable future, particularly if and as we conduct our ongoing and planned clinical trials and preclinical studies; continue our research and development activities; utilize third parties to manufacture our product candidates and related raw materials; hire additional personnel; acquire, in-license, or develop additional product candidates; expand and protect our intellectual property; and incur additional costs associated with being a public company. If we obtain regulatory approval for any of our product candidates, we expect to incur significant commercialization expenses related to product sales, marketing, manufacturing, and distribution. In addition, as our product candidates progress through development and toward commercialization, we will need to make milestone payments to the licensors and other third parties from whom we have in-licensed or acquired our product candidates. Our net losses may fluctuate significantly from quarter-to-quarter and year-to-year, depending on the timing of our clinical trials and preclinical studies and our expenditures on other research and development activities.

Based upon our current operating plans, we believe that our cash, cash equivalents and marketable securities as of December 31, 2022 will be sufficient to fund our operations into the second half of 2025. We do not expect to generate any revenues from product sales until we successfully complete development and obtain regulatory approval for one or more of our product candidates, which we expect will take a number of years and may never occur. Accordingly, until such time as we can generate significant revenue from sales of our product candidates, if ever, we expect to finance our cash needs through equity offerings, debt financings or other capital sources, including potential collaborations, licenses, and other similar arrangements. However, we may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. Our failure to raise capital or enter into such other arrangements when needed would have a negative impact on our financial condition and could force us to delay, limit, reduce, or terminate our research and development programs or other operations, or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

The COVID-19 worldwide pandemic has presented substantial public health and economic challenges and affected our employees, patients, physicians and other healthcare providers, communities and business operations, as well as the US and global economies and financial markets. To date, we have not experienced material disruptions in our business operations. However, while it is not possible at this time to estimate the impact that COVID-19 could have on our business in the future, particularly as we advance our product candidates through clinical development, the continued spread of COVID-19 and the measures taken by the governmental authorities, and any future epidemic disease outbreaks, could delay our clinical trials and preclinical studies and increase our development costs, and have a material adverse effect on our business, financial condition and results of operations. The extent to which the COVID-19 pandemic and any future epidemic disease outbreak impacts our results will depend on future developments that are highly uncertain and cannot be predicted, including new information that may emerge concerning the severity of the virus and the actions to contain its impact.

Additionally, inflation generally affects us by increasing our employee-related costs and other expenses. Our financial condition and results of operations may also be impacted by other factors we may not be able to control, such as global supply chain disruptions, uncertain global economic conditions, financial institution instability, global trade disputes or political instability. We do not believe that such factors had a material adverse impact on our results of operations during the year ended December 31, 2022.

Our acquisition and license agreements

We have entered into in-license and acquisition agreements pursuant to which we in-licensed or acquired certain intellectual property rights related to our product candidates and development programs.

For additional information regarding these agreements, see the section titled “Business—Our acquisition and license agreements” in this Annual Report on Form 10-K.

Components of results of operations

Revenue

We do not expect to generate any revenue from the sale of products unless and until such time that our product candidates have advanced through clinical development and obtained regulatory approval, if ever. If we fail to complete preclinical and clinical development of product candidates or obtain regulatory approval for them, our ability to generate future revenues, and our results of operations and financial position would be adversely affected.

Operating expenses

Research and development

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

- external costs, including expenses incurred under arrangements with third parties, such as CROs, CMOs, consultants and our scientific advisors; and
- internal costs, including:
 - employee-related expenses, including salaries, benefits, and stock-based compensation for those individuals involved in research and development efforts;
 - the costs of laboratory supplies and acquiring, developing and manufacturing preclinical study materials; and
 - facilities and depreciation, which include direct and allocated expenses for rent of facilities and depreciation.

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

	Year Ended December 31,	
	2022	2021
Naporafenib ⁽¹⁾	\$ 142	\$ —
ERAS-007	36,025	22,717
ERAS-601	20,877	15,312
Other clinical programs	18,365	—
Other discovery and preclinical programs	37,048	35,893
Total research and development expenses	<u>\$ 112,457</u>	<u>\$ 73,922</u>

(1) We in-licensed Naporafenib in December 2022.

We expect our research and development expenses to increase substantially for the foreseeable future as we continue to conduct our ongoing research and development activities, conduct clinical trials and advance our preclinical research programs toward clinical development, particularly as more of our product candidates move into later stages of development, which typically cost more. The process of conducting clinical trials and preclinical studies necessary to obtain regulatory approval is costly and time-consuming. We may never succeed in achieving marketing approval for any of our product candidates.

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

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

- the number and scope of preclinical and IND-enabling studies and clinical trials;
- per patient trial costs;
- the number of trials required for approval;
- the number of sites included in the trials;

- the countries in which the trials are conducted;
- the length of time required to enroll eligible patients;
- the number of patients that participate in the trials;
- the number of doses that patients receive;
- the drop-out or discontinuation rates of patients;
- potential additional safety monitoring requested by regulatory agencies;
- the duration of patient participation in the trials and follow-up;
- the cost and timing of manufacturing our product candidates;
- the phase of development of our product candidates;
- the efficacy and safety profile of our product candidates;
- the timing, receipt and terms of any approvals from applicable regulatory authorities;
- maintaining a continued acceptable safety profile of our products following approval, if any;
- significant and changing government regulation and regulatory guidance;
- the impact of any interruptions to our operations or to those of the third parties with whom we work due to the ongoing COVID-19 pandemic and other geopolitical and economic events (such as the ongoing conflict between Russia and Ukraine, inflationary trends in the United States and financial institution instability); and
- the extent to which we establish additional collaboration, license or other arrangements.

In-process research and development

In-process research and development expenses include rights acquired as part of asset acquisitions or in-licenses to develop and commercialize product candidates. Upfront payments that relate to the acquisition of a new product candidate, as well as pre-commercial milestone payments, are immediately expensed as in-process research and development in the period in which they are incurred, provided that the new product candidate did not also include processes or activities that would constitute a “business” as defined under US generally accepted accounting principles (US GAAP), the product candidate has not achieved regulatory approval for marketing and, absent obtaining such approval, has no established alternative future use.

In-process research and development expenses consist primarily of our upfront payments, milestone payments, and our stock issuances in connection with our acquisition and in-license agreements.

General and administrative

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

We expect our general and administrative expenses will increase substantially for the foreseeable future as we continue to increase our general and administrative headcount to support our continued research and development activities and, if any product candidates receive marketing approval, commercialization activities, as well as to support our operations generally.

Other income (expense), net

Interest income

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

Change in fair value of preferred stock purchase right liability

Our issuance of shares of our Series B-1 convertible preferred stock in April and August 2020 potentially obligated us to issue 13,175,191 shares of our Series B-2 convertible preferred stock at a price of \$7.50 per share in an additional closing to certain purchasers of our Series B-1 convertible preferred stock, upon the achievement of certain milestones set forth in the Series B financing purchase agreement. We determined our obligation to issue these shares of Series B-2 convertible preferred stock represented a freestanding financial instrument that required liability accounting. This freestanding preferred stock purchase right liability for the Series B-2 convertible preferred stock was recorded at fair value upon issuance and was subsequently remeasured to fair value at each reporting date. Changes in the fair value of the preferred stock purchase right liability were recognized in the consolidated statements of operations and comprehensive loss until the obligation for the Series B-2 shares was fulfilled upon the Series B-2 issuance in January 2021.

Results of operations

Comparison of the years ended December 31, 2022 and 2021

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

	Year Ended December 31,		Change
	2022	2021	
Operating expenses:			
Research and development	\$ 112,457	\$ 73,922	\$ 38,535
In-process research and development	102,000	10,848	91,152
General and administrative	32,993	22,616	10,377
Contribution of common stock to Erasca Foundation	—	17,497	(17,497)
Total operating expenses	247,450	124,883	122,567
Loss from operations	(247,450)	(124,883)	(122,567)
Total other income (expense), net	4,645	2,119	2,526
Net loss	\$ (242,805)	\$ (122,764)	\$ (120,041)

Research and development expenses

Research and development expenses were \$112.5 million for the year ended December 31, 2022 compared to \$73.9 million for the year ended December 31, 2021. The increase of \$38.5 million was primarily driven by a \$18.3 million increase in expenses incurred in connection with clinical trials, preclinical studies and discovery activities, a \$6.7 million increase in stock-based compensation expense, a \$5.5 million increase in facilities-related expenses and depreciation primarily due to our new San Diego and South San Francisco facilities which we moved into in the second and third quarters of 2022, respectively, a \$5.4 million net increase in personnel costs due to an increase in headcount partially offset by an employee retention credit of \$1.5 million recorded during the year ended December 31, 2022, and a \$1.4 million increase in outsourced services and consulting fees.

In-process research and development expenses

In-process research and development expenses were \$102.0 million for the year ended December 31, 2022 compared to \$10.8 million for the year ended December 31, 2021. In-process research and development expenses for the year ended December 31, 2022 related to a \$20.0 million upfront payment and issuance of 12,307,692 shares of our common stock to Novartis at a price of \$6.50 per share or a total fair value of equity of \$80.0 million in connection with the license agreement we entered into in December 2022 with Novartis, and a development milestone payment of \$2.0 million in connection with our license agreement with Katmai. In-process research and development expenses for the year ended December 31, 2021 related to the cash payment of \$1.7 million following the completion of our IPO and the issuance of 944,945 shares of our common stock at a price of \$5.81 per share or a total fair value of equity of \$5.5 million in connection with the amendment to our license agreement with the Regents, and a \$2.0 million upfront payment and issuance of 500,000 shares of our common stock to ELS at a price of \$3.36 per share or a total fair value of equity of \$1.7 million in connection with the purchase agreement we entered into in March 2021 with ELS.

General and administrative expenses

General and administrative expenses were \$33.0 million for the year ended December 31, 2022 compared to \$22.6 million for the year ended December 31, 2021. The increase of \$10.4 million was primarily driven by a \$5.1 million increase in stock-based compensation expense due to increases in our stock price and headcount, an increase of \$1.7 million in facilities and office-related expenses, an increase of \$1.6 million in insurance costs, an increase of \$0.7 million in legal fees, and a net increase of \$0.6 million in personnel costs primarily due to an increase in headcount partially offset by an employee retention credit of \$0.7 million recorded during the year ended December 31, 2022.

Contribution of common stock to the Erasca Foundation

Expenses of \$17.5 million were recognized for the year ended December 31, 2021 in connection with the issuance of 1,093,557 shares of our common stock as a contribution to the Erasca Foundation in conjunction with our IPO. We established the Erasca Foundation in May 2021 to provide support such as direct research grants, hardship grants, patient advocacy, patient education in underserved populations, and funding for other initiatives to positively impact society that align with our mission. The Erasca Foundation is a related party as our chief executive officer and certain members of our board of directors serve as directors of the Erasca Foundation and our chief executive officer, chief financial officer, and general counsel are also officers of the Erasca Foundation. No such expenses were recognized for the year ended December 31, 2022.

Other income (expense), net

Other income (expense), net was \$4.6 million for the year ended December 31, 2022 compared to \$2.1 million for the year ended December 31, 2021. The increase of \$2.5 million was primarily related to an increase of \$4.7 million in interest earned on our cash, cash equivalents and marketable securities during the year ended December 31, 2022, partially offset by the change in fair value of the preferred stock purchase right liability of \$1.6 million recorded in the year ended December 31, 2021 as a result of the obligation of the Series B-2 shares being fulfilled upon the Series B-2 issuance in January 2021.

Liquidity and capital resources

Sources of liquidity

In July 2021, we completed our IPO and issued 21,562,500 shares of our common stock, including the exercise in full by the underwriters of their option to purchase 2,812,500 shares of our common stock, at a price to the public of \$16.00 per share. Our aggregate net proceeds from the offering were \$317.0 million, net of underwriting discounts and commissions of \$24.2 million and offering costs of \$3.8 million. Prior to the IPO, we received aggregate gross proceeds of \$320.4 million from the sale of shares of our convertible preferred stock.

In August 2022, we entered into the Sale Agreement with the Agent, pursuant to which we may offer and sell shares of our common stock having an aggregate offering price of up to \$200 million from time to time, in "at the market" offerings through the Agent. Sales of the shares of common stock, if any, will be made at prevailing market prices at the time of sale, or as otherwise agreed with the Agent. The Agent will receive a commission from us of up to 3.0% of the gross proceeds of any shares of common stock sold under the Sale Agreement. There have been no shares of our common stock sold under the Sale Agreement as of December 31, 2022.

In December 2022, we completed the 2022 Offering and issued 15,384,616 shares of our common stock at a price to the public of \$6.50 per share. Proceeds from the 2022 Offering were \$94.9 million, net of underwriting discounts and commissions and offering costs of \$5.1 million.

Future capital requirements

As of December 31, 2022, we had cash, cash equivalents and marketable securities of \$435.6 million. Based upon our current operating plans, we believe that our cash, cash equivalents and marketable securities, will be sufficient to fund our operations into the second half of 2025. However, our forecast of the period of time through which our financial resources will be adequate to support our operations is a forward-looking statement that involves risks and uncertainties, and actual results could vary materially. We have based this estimate on assumptions that may prove to be wrong, and we could deplete our capital resources sooner than we expect. Additionally, the process of conducting preclinical studies and testing product candidates in clinical trials is costly, and the timing of progress and expenses in these studies and trials is uncertain.

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

- the type, number, scope, progress, expansions, results, costs and timing of discovery, preclinical studies and clinical trials of our product candidates that we are pursuing or may choose to pursue in the future, including the costs of any third-party products used in our combination clinical trials that are not covered by such third party or other sources;
- the costs and timing of manufacturing for our product candidates with CMOs, including commercial manufacturing, if any product candidate is approved;
- the costs, timing and outcome of regulatory review of our product candidates;
- the costs of obtaining, maintaining and enforcing our patents and other intellectual property rights;
- our efforts to enhance operational systems and hire additional personnel to satisfy our obligations as a public company, including enhanced internal controls over financial reporting;
- the costs associated with hiring additional personnel, consultants, and CROs as our preclinical and clinical activities increase;
- the timing and amount of the milestone or other payments we must make to the licensors and other third parties from whom we have in-licensed or acquired our product candidates or technologies;
- the costs and timing of establishing or securing sales and marketing capabilities if any product candidate is approved;
- our ability to achieve sufficient market acceptance, coverage and adequate reimbursement from third-party payors and adequate market share and revenue for any approved products;
- patients' willingness to pay out-of-pocket for any approved products in the absence of coverage and/or adequate reimbursement from third-party payors;
- any delays and cost increases that result from the COVID-19 pandemic and other geopolitical and economic events (such as the ongoing conflict between Russia and Ukraine, inflationary trends in the United States and financial institution instability);
- the terms and timing of establishing and maintaining collaborations, licenses and other similar arrangements; and
- costs associated with any products or technologies that we may in-license or acquire.

We have no other committed sources of capital. Until we can generate a sufficient amount of product revenue to finance our cash requirements, if ever, we expect to finance our future cash needs primarily through equity offerings (including through the Sale Agreement), debt financings or other capital sources, including potential collaborations, licenses and other similar arrangements. However, we may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interest of our stockholders will be or could be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our common stockholders. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional funds through collaborations, licensing, or other similar arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our research and development programs or other operations, or grant rights to develop and market product candidates to third parties that we would otherwise prefer to develop and market ourselves.

Cash flows

The following table shows a summary of our cash flows for the periods presented (in thousands):

	Year Ended December 31,	
	2022	2021
Net cash (used in) provided by:		
Operating activities	\$ (103,264)	\$ (79,600)
Investing activities	(71,081)	(64,590)
Financing activities	98,075	439,397
Net (decrease) increase in cash, cash equivalents and restricted cash	<u>\$ (76,270)</u>	<u>\$ 295,207</u>

Operating activities

Cash used in operating activities was \$103.3 million during the year ended December 31, 2022, primarily resulting from a net loss of \$242.8 million, partially reduced by in-process research and development expenses of \$102.0 million, which are reflected in noncash and investing activities, stock-based compensation expense of \$20.1 million, changes in operating assets and liabilities of \$15.8 million and depreciation and amortization expense of \$2.6 million. Net cash provided by changes in operating assets and liabilities consisted primarily of an increase in operating lease assets and liabilities of \$13.7 million primarily due to the receipt of \$14.2 million in reimbursement from our landlord for tenant improvements and increases in accounts payable, accrued expenses and other current and long-term liabilities of \$5.7 million, partially offset by an increase in prepaid expenses and other current and long-term assets of \$3.6 million.

Cash used in operating activities was \$79.6 million during the year ended December 31, 2021, primarily resulting from a net loss of \$122.8 million, partially reduced by the issuance of common stock to the Erasca Foundation of \$17.5 million, which is reflected in noncash investing and financing activities, in-process research and development expenses of \$10.8 million, which are reflected in noncash and investing activities, stock-based compensation expense of \$8.3 million, changes in operating assets and liabilities of \$7.7 million and depreciation and amortization expense of \$0.8 million, partially offset by a \$1.6 million change in fair value of the preferred stock purchase right liability. Net cash provided by changes in operating assets and liabilities consisted primarily of increases in accounts payable, accrued expenses and other current liabilities of \$13.2 million, partially offset by an increase in prepaid expenses and other current and long-term assets of \$6.7 million.

Investing activities

Net cash used in investing activities was \$71.1 million during the year ended December 31, 2022 as compared to cash used in investing activities of \$64.6 million during the year ended December 31, 2021. The increase in cash used in investing activities of \$6.5 million was primarily the result of an increase in purchases of marketable securities of \$26.5 million, an increase in purchases of property and equipment of \$3.3 million, and the \$2.0 million payment made for our investment in Affini-T Therapeutics, Inc., partially offset by a \$19.7 million increase in maturities of marketable securities, and a \$5.7 million decrease in in-process research and development.

Financing activities

Net cash generated from financing activities was \$98.1 million during the year ended December 31, 2022 as compared to \$439.4 million during the year ended December 31, 2021. During the year ended December 31, 2022, we received \$95.3 million from the issuance of common stock in the 2022 Offering, net of underwriting discounts and commissions and offering costs, \$2.0 million from the exercise of stock options, and \$0.8 million from the issuance of common stock under our Employee Stock Purchase Plan. During the year ended December 31, 2021, we received \$317.0 million from the issuance of common stock in our IPO, net of underwriting discounts and commissions and offering costs, \$119.4 million from the sale of shares of our Series B-2 convertible preferred stock, net of issuance costs, \$1.4 million from the exercise of stock options, \$1.1 million from the issuance of common stock under our Employee Stock Purchase Plan and \$0.6 million from the disgorgement of a stockholder's short-swing profits.

Cash requirements due to contractual obligations and other commitments

We lease office and laboratory space and certain laboratory equipment under lease agreements with varying expiration dates through 2032. As of December 31, 2022, total future aggregate operating lease commitments was \$87.4 million, with approximately \$6.9 million due in 2023, and the remaining due in periods from 2024 through 2032. See Note 11 to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for further information.

We enter into contracts in the normal course of business for contract research services, contract manufacturing services, professional services and other services and products for operating purposes. These contracts generally provide for termination after a notice period, and, therefore, are cancelable contracts and not included in the table above.

Additionally, there are additional potential development and sales milestone payments and royalty payments we may be required to make under license and acquisition agreements we have entered into pursuant to which we have in-licensed and acquired certain intellectual property. For additional information regarding these agreements, see the section titled "Business—Our acquisition and license agreements" in this Annual Report on Form 10-K. The timing of when these additional payments will actually be made is uncertain as these payments are contingent upon the completion of future activities.

Critical accounting policies and estimates

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

While our significant accounting policies are described in more detail in Note 2 to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K, we believe that the following accounting policies are the most critical to understanding and evaluating our historical and future performance.

Accrued research and development expenses

We are required to make estimates of our accrued expenses resulting from our obligations under contracts with CROs, manufacturers, vendors and consultants, in connection with conducting research and development activities. The financial terms of these contracts vary from contract to contract and may result in payment flows that do not match the periods over which materials or services are provided under such contracts. We reflect research and development expenses in our consolidated financial statements by matching those expenses with the period in which services and efforts are expended.

We account for these expenses by reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of the actual cost. We make estimates of our accrued expenses as of each balance sheet date based on facts and circumstances known to us at that time. We periodically confirm the accuracy of our estimates with the service providers and make adjustments if necessary. The significant estimates in our accrued research and development expenses include the costs incurred for services performed by our vendors in connection with research and development activities for which we have not yet been invoiced.

We base our expenses related to research and development activities on our estimates of the services received and efforts expended pursuant to quotes and contracts with vendors that conduct research and development on our behalf. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the research and development expense. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or prepaid expense accordingly. Advance payments for goods and services that will be used in future research and development activities are expensed when the activity has been performed or when the goods have been received rather than when the payment is made.

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

Stock-based compensation

Stock-based compensation expense represents the cost of the grant date fair value of equity awards recognized over the requisite service period of the awards (usually the vesting period) on a straight-line basis. We estimate the fair value of stock option awards using the Black-Scholes option pricing model and recognize forfeitures as they occur.

The Black-Scholes option pricing model requires the use of subjective assumptions, including the risk-free interest rate, the expected stock price volatility, the expected term of stock options, the expected dividend yield and the fair value of the underlying common stock on the date of grant. Changes in these assumptions can materially affect the fair value and ultimately how much stock-based compensation expense is recognized. These inputs are subjective and generally require judgment to develop. See Note 10 to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for information concerning certain of the specific assumptions we used in applying the Black-Scholes option pricing model to determine the estimated fair value of our stock options granted in the years ended December 31, 2022 and 2021.

Prior to our IPO, since there was no public market for our common stock, we were required to estimate the fair value of the common stock underlying our equity awards when performing fair value calculations. The fair value of the common stock underlying our equity awards was determined on each grant date by our board of directors, taking into account input from management and independent third-party valuation analyses. All options to purchase shares of our common stock are intended to be granted with an exercise price per share no less than the fair value per share of our common stock underlying those options on the date of grant, based on the information known to us on the date of grant. In the absence of a public trading market for our common stock, on each grant date we developed an estimate of the fair value of our common stock in order to determine an exercise price for the option grants. Our determinations of the fair value of our common stock were made using methodologies, approaches and assumptions consistent with the American Institute of Certified Public Accountants Accounting and Valuation Guide: *Valuation of Privately Held Company Equity Securities Issued as Compensation* (the Practice Aid).

Following our IPO, the fair value of our common stock is based on the closing price as reported on the date of grant.

Recently issued and adopted accounting pronouncements

See Note 2 to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for recently issued and adopted accounting pronouncements.

Emerging growth company and smaller reporting company status

As an emerging growth company under the JOBS Act, we can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to avail ourselves of this exemption from new or revised accounting standards and, therefore, our consolidated financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates. We also intend to rely on other exemptions provided by the JOBS Act, including without limitation, not being required to comply with the auditor attestation requirements of Section 404(b) of Sarbanes-Oxley.

We will remain an emerging growth company until the earliest of (i) the last day of the fiscal year following the fifth anniversary of the consummation of our IPO; (ii) the last day of the fiscal year in which we have total annual gross revenue of at least \$1.235 billion; (iii) the last day of the fiscal year in which we are deemed to be a "large accelerated filer" as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our common stock held by non-affiliates exceeded \$700.0 million as of the last business day of the second fiscal quarter of such year; or (iv) the date on which we have issued more than \$1.0 billion in nonconvertible debt securities during the prior three-year period.

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

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Interest rate risk

We are exposed to market risk related to changes in interest rates of our investment portfolio of cash equivalents and marketable securities. As of December 31, 2022, our cash equivalents and short-term marketable securities consisted of money market funds, US treasury securities, US government agency securities, corporate debt securities, commercial paper and supranational debt securities. Our primary exposure to market risk is interest income sensitivity, which is affected by changes in the general level of US interest rates. The fair value of our marketable securities is subject to change as a result of potential changes in market interest rates, including changes resulting from US inflationary trends, the impact of the COVID-19 pandemic and geopolitical events (such as the ongoing conflict between Russia and Ukraine). Due to the nature of our cash equivalents and marketable securities, we believe an immediate hypothetical 10% change in interest rates would not have had a material effect on our results of operations during the periods presented.

Foreign currency exchange risk

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

Effects of inflation

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

Item 8. Financial Statements and Supplementary Data.

The financial statements required to be filed pursuant to this Item 8 are appended to this Annual Report on Form 10-K. An index of those financial statements is found in Index to the Consolidated Financial Statements on page F-1 of this Annual Report on Form 10-K, as incorporated into Item 15, Exhibits and Financial Statement Schedules, of this Annual Report on Form 10-K, by reference.

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

None.

Item 9A. Controls and Procedures.**Evaluation of Disclosure Controls and Procedures**

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

Our management, with the participation of our principal executive officer and our principal financial officer, evaluated, as of the end of the period covered by this Annual Report on Form 10-K, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our principal executive officer and principal financial officer have concluded that, as of December 31, 2022, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Report and Attestation Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Under the supervision of and with the participation of our principal executive officer and principal financial officer, our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2022, based on the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control-Integrated Framework (2013). Based on this assessment, management concluded that our internal control over financial reporting was effective as of December 31, 2022.

This Annual Report on Form 10-K does not include an attestation report of our independent registered public accounting firm on our internal control over financial reporting due to an exemption established by the JOBS Act for emerging growth companies.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting during the quarter ended December 31, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

PART III**Item 10. Directors, Executive Officers and Corporate Governance.**

The information required by this Item 10 will be included in our Definitive Proxy Statement to be filed with the SEC, with respect to our 2023 Annual Meeting of Stockholders within 120 days of the end of our fiscal year (Definitive Proxy Statement), under the headings "Election of Directors," "Corporate Governance," "Executive Officers," and "Section 16(a) Beneficial Ownership Reporting Compliance," and is incorporated herein by reference.

Code of Business Conduct and Ethics

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

Item 11. Executive Compensation.

The information required by this Item 11 will be included in our Definitive Proxy Statement under the heading “Executive Compensation and Other Information,” and is incorporated herein by reference.

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

The information required by this Item 12 will be included in our Definitive Proxy Statement under the heading “Security Ownership of Certain Beneficial Owners and Management,” and is incorporated herein by reference.

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

The information required by this Item 13 will be included in our Definitive Proxy Statement under the headings “Certain Relationships and Related Person Transactions,” “Board Independence” and “Committees of the Board of Directors” and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services.

The information required by this Item 14 will be included in our Definitive Proxy Statement under the heading “Independent Registered Public Accountants’ Fees,” and is incorporated herein by reference.

PART IV**Item 15. Exhibits, Financial Statement Schedules.**

(1) For a list of the financial statements included herein, see Index to the Consolidated Financial Statements on page F-1 of this Annual Report on Form 10-K, incorporated into this Item by reference.

(2) Financial statement schedules have been omitted because they are either not required or not applicable or the information is included in the consolidated financial statements or the notes thereto.

(3) The exhibits filed as part of this Annual Report on Form 10-K are set forth on the Exhibit Index immediately preceding the signature page of this Annual Report on Form 10-K. The Exhibit Index is incorporated herein by reference.

Item 16. Form 10-K Summary.

None.

Index to Consolidated Financial Statements

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Erasca, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Erasca, Inc. and subsidiaries (the Company) as of December 31, 2022 and 2021, the related consolidated statements of operations and comprehensive loss, convertible preferred stock and stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended, in conformity with US generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the US federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 2020.

San Diego, California
March 23, 2023

Erasca, Inc.
Consolidated Balance Sheets
(In thousands, except share and par value amounts)

	<u>December 31,</u> <u>2022</u>	<u>December</u> <u>31,</u> <u>2021</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 284,217	\$ 360,487
Short-term marketable securities	151,403	53,988
Prepaid expenses and other current assets	8,876	5,542
Total current assets	444,496	420,017
Long-term marketable securities	—	44,770
Property and equipment, net	24,815	15,954
Operating lease assets	40,418	17,356
Restricted cash	408	408
Other assets	4,772	2,910
Total assets	<u>\$ 514,909</u>	<u>\$ 501,415</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 23,049	\$ 4,677
Accrued expenses and other current liabilities	24,336	21,261
Operating lease liabilities	1,305	285
Total current liabilities	48,690	26,223
Operating lease liabilities, net of current portion	53,793	18,506
Other liabilities	573	158
Total liabilities	103,056	44,887
Commitments and contingencies (Note 12)		
Stockholders' equity:		
Preferred stock, \$0.0001 par value; 80,000,000 shares authorized at December 31, 2022 and 2021; no shares issued and outstanding at December 31, 2022 and 2021	—	—
Common stock, \$0.0001 par value; 800,000,000 shares authorized at December 31, 2022 and 2021; 150,448,363 and 121,382,547 shares issued at December 31, 2022 and 2021, respectively; 149,333,258 and 119,102,505 shares outstanding at December 31, 2022 and 2021, respectively	15	12
Additional paid-in capital	893,850	694,844
Accumulated other comprehensive loss	(1,041)	(162)
Accumulated deficit	(480,971)	(238,166)
Total stockholders' equity	411,853	456,528
Total liabilities and stockholders' equity	<u>\$ 514,909</u>	<u>\$ 501,415</u>

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

Erasca, Inc.
Consolidated Statements of Operations and Comprehensive Loss
(In thousands, except share and per share amounts)

	Year Ended December 31,	
	2022	2021
Operating expenses:		
Research and development	\$ 112,457	\$ 73,922
In-process research and development	102,000	10,848
General and administrative	32,993	22,616
Contribution of common stock to Erasca Foundation	—	17,497
Total operating expenses	247,450	124,883
Loss from operations	(247,450)	(124,883)
Other income (expense)		
Interest income	4,902	190
Other (expense) income, net	(257)	314
Change in fair value of preferred stock purchase right liability	—	1,615
Total other income (expense), net	4,645	2,119
Net loss	\$ (242,805)	\$ (122,764)
Net loss per share, basic and diluted	\$ (1.99)	\$ (1.85)
Weighted-average shares of common stock used in computing net loss per share, basic and diluted	122,024,848	66,290,592
Other comprehensive income (loss):		
Unrealized loss on marketable securities, net	(879)	(164)
Comprehensive loss	\$ (243,684)	\$ (122,928)

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

Erasca, Inc.
Consolidated Statements of Convertible Preferred Stock and Stockholders' Equity (Deficit)
(In thousands, except share data)

	Convertible		Common Stock		Additional	Accumulated Other	Accumulated	Total
	Preferred Stock		Common Stock		Paid-in	Comprehensive	d	Stockholders'
	Shares	Amount	Shares	Amount	Capital	Income (Loss)	Deficit	Equity (Deficit)
Balance at December 31, 2020	69,584,682	\$ 221,405	25,189,673	\$ 3	\$ 1,413	\$ 2	\$ (115,402)	\$ (113,984)
Issuance of Series B-2 convertible preferred stock for cash, net of \$95 in issuance costs	15,931,772	119,393	—	—	—	—	—	—
Issuance of common stock in connection with asset acquisition	—	—	500,000	—	1,680	—	—	1,680
Issuance of common stock in connection with license agreement	—	—	944,945	—	5,488	—	—	5,488
Conversion of convertible preferred stock into common stock upon initial public offering	(85,516,454)	(340,798)	71,263,685	7	340,791	—	—	340,798
Issuance of common stock in initial public offering, net of \$28,001 in discounts and offering costs	—	—	21,562,500	2	316,997	—	—	316,999
Issuance of common stock to Erasca Foundation	—	—	1,093,557	—	17,497	—	—	17,497
Disgorgement of stockholder's short-swing profits	—	—	—	—	553	—	—	553
Exercise of stock options	—	—	736,200	—	335	—	—	335
Issuance of common stock under the Employee Stock Purchase Plan	—	—	91,987	—	1,067	—	—	1,067
Vesting of early exercised stock options	—	—	—	—	692	—	—	692
Stock-based compensation expense	—	—	—	—	8,331	—	—	8,331
Net loss	—	—	—	—	—	—	(122,764)	(122,764)
Unrealized loss on marketable securities, net	—	—	—	—	—	(164)	—	(164)
Balance at December 31, 2021	—	\$ —	121,382,547	\$ 12	\$ 694,844	\$ (162)	\$ (238,166)	\$ 456,528
Issuance of common stock in underwritten offering, net of \$5,117 in discounts and offering costs	—	—	15,384,616	2	94,881	—	—	94,883
Issuance of common stock in connection with license agreement	—	—	12,307,692	1	79,999	—	—	80,000
Exercise of stock options	—	—	1,177,571	—	2,004	—	—	2,004
Issuance of common stock under the Employee Stock Purchase Plan	—	—	202,882	—	820	—	—	820
Vesting of early exercised stock options	—	—	—	—	1,193	—	—	1,193
Repurchases of restricted stock	—	—	(6,945)	—	—	—	—	—
Stock-based compensation expense	—	—	—	—	20,109	—	—	20,109
Net loss	—	—	—	—	—	—	(242,805)	(242,805)
Unrealized loss on marketable securities, net	—	—	—	—	—	(879)	—	(879)
Balance at December 31, 2022	—	\$ —	150,448,363	\$ 15	\$ 893,850	\$ (1,041)	\$ (480,971)	\$ 411,853

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

Erasca, Inc.
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,	
	2022	2021
Cash flows from operating activities:		
Net loss	\$ (242,805)	\$ (122,764)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	2,641	829
Stock-based compensation expense	20,109	8,331
In-process research and development expenses	102,000	10,848
Issuance of common stock to Erasca Foundation	—	17,497
(Accretion) amortization on marketable securities, net	(994)	108
Change in fair value of preferred stock purchase right liability	—	(1,615)
Gain on remeasurement of operating lease assets and liabilities	—	(539)
Changes in operating assets and liabilities:		
Prepaid expenses and other current and long-term assets	(3,612)	(6,711)
Accounts payable	676	1,344
Accrued expenses and other current and long-term liabilities	5,018	11,859
Operating lease assets and liabilities, net	13,703	1,213
Net cash used in operating activities	(103,264)	(79,600)
Cash flows from investing activities:		
Purchases of marketable securities	(132,330)	(105,815)
Maturities of marketable securities	79,800	60,110
In-process research and development	(2,000)	(7,680)
Payment made for investment in equity securities	(2,000)	—
Purchases of property and equipment, net	(14,551)	(11,205)
Net cash used in investing activities	(71,081)	(64,590)
Cash flows from financing activities:		
Proceeds from the issuance of common stock in initial public offering, net of discounts and offering costs	—	316,999
Proceeds from the issuance of convertible preferred stock, net of issuance costs	—	119,393
Proceeds from the issuance of common stock in underwritten offering, net of discounts and offering costs	95,251	—
Proceeds from the exercise of stock options, net of repurchases	2,004	1,385
Proceeds from issuance of common stock under the Employee Stock Purchase Plan	820	1,067
Proceeds from the disgorgement of stockholder's short-swing profits	—	553
Net cash provided by financing activities	98,075	439,397
Net (decrease) increase in cash, cash equivalents and restricted cash	(76,270)	295,207
Cash, cash equivalents and restricted cash at beginning of the period	360,895	65,688
Cash, cash equivalents and restricted cash at end of the period	\$ 284,625	\$ 360,895
Supplemental disclosure of noncash investing and financing activities:		
Issuance of common stock to Erasca Foundation	\$ —	\$ 17,497
Issuance of common stock in connection with asset acquisition	\$ —	\$ 1,680
Issuance of common stock in connection with license agreement	\$ 80,000	\$ 5,488
Amounts accrued for in-process research and development	\$ 20,000	\$ —
Amounts accrued for purchases of property and equipment	\$ 800	\$ 3,807
Amounts accrued for offering costs	\$ 368	\$ —
Conversion of preferred stock to common stock upon initial public offering	\$ —	\$ 340,798
Vesting of early exercised options	\$ 1,193	\$ 692
Operating lease assets obtained in exchange for lease obligation	\$ 22,704	\$ 17,498
Reduction in operating lease assets due to lease amendment	\$ 3,361	\$ 1,271
Tenant improvement allowance included in operating lease liabilities	\$ —	\$ 16,774

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

Note 1. Organization and basis of presentation

Organization and nature of operations

Erasca, Inc. (Erasca or the Company) is a clinical-stage precision oncology company singularly focused on discovering, developing, and commercializing therapies for RAS/MAPK pathway-driven cancers. The Company has assembled a wholly-owned or controlled RAS/MAPK pathway-focused pipeline including 12 disclosed modality-agnostic programs aligned with its three therapeutic strategies of: (i) targeting key upstream and downstream signaling nodes in the RAS/MAPK pathway; (ii) targeting RAS directly; and (iii) targeting escape routes that emerge in response to treatment. The Company was incorporated under the laws of the State of Delaware on July 2, 2018, as Erasca, Inc., and is headquartered in San Diego, California. In September 2020, the Company established a wholly-owned Australian subsidiary, Erasca Australia Pty Ltd (Erasca Australia), in order to conduct clinical activities in Australia for its development candidates. In November 2020, the Company entered into an agreement and plan of merger with Asana BioSciences, LLC (Asana) and ASN Product Development, Inc. (ASN) (the Asana Merger Agreement), pursuant to which ASN became the Company's wholly-owned subsidiary. In March 2021, the Company established a wholly-owned subsidiary, Erasca Ventures, LLC (Erasca Ventures), to make equity investments in early-stage biotechnology companies that are aligned with the Company's mission and strategy.

Since inception, the Company has devoted substantially all of its efforts and resources to organizing and staffing the Company, business planning, raising capital, identifying, acquiring and in-licensing the Company's product candidates, establishing its intellectual property portfolio, conducting research, preclinical studies, and clinical trials, establishing arrangements with third parties for the manufacture of its product candidates and related raw materials, and providing general and administrative support for these operations. As of December 31, 2022, the Company had \$435.6 million in cash, cash equivalents, and short-term marketable securities. As of December 31, 2022, the Company had an accumulated deficit of \$481.0 million. The Company has incurred significant operating losses and negative cash flows from operations. From its inception through December 31, 2022, the Company's financial support has primarily been provided from the sale of its convertible preferred stock and the sale of its common stock in its initial public offering (IPO) and underwritten offering (2022 Offering).

As the Company continues its expansion, it expects to use its cash, cash equivalents, and short-term marketable securities to fund research and development, working capital, and other general corporate purposes. The Company does not expect to generate any revenues from product sales unless and until the Company successfully completes development and obtains regulatory approval for any of its product candidates, which will not be for at least the next several years, if ever. Accordingly, until such time as the Company can generate significant revenue from sales of its product candidates, if ever, the Company expects to finance its cash needs through equity offerings, debt financings, or other capital sources, including potential collaborations, licenses or other similar arrangements. However, the Company may not be able to secure additional financing or enter into such other arrangements in a timely manner or on favorable terms, if at all. The Company's failure to raise capital or enter into such other arrangements when needed would have a negative impact on the Company's financial condition and could force the Company to delay, limit, reduce or terminate its research and development programs or other operations, or grant rights to develop and market product candidates that the Company would otherwise prefer to develop and market itself. The Company believes its cash, cash equivalents, and short-term marketable securities as of December 31, 2022 will be sufficient for the Company to fund operations for at least one year from the issuance date of these consolidated financial statements.

Initial public offering

On July 20, 2021, the Company completed its IPO in which the Company issued and sold 21,562,500 shares of its common stock, including the exercise in full by the underwriters of their option to purchase 2,812,500 shares of common stock, at a price to the public of \$16.00 per share. Proceeds from the IPO, net of underwriting discounts and commissions of \$24.2 million and offering costs of \$3.8 million, were \$317.0 million. In connection with the completion of the IPO, all outstanding shares of convertible preferred stock were converted into 71,263,685 shares of common stock.

Reverse stock split

On July 9, 2021, the Company effected a one-for-1.2 reverse stock split of its issued and outstanding shares of common stock (the Reverse Stock Split). The par value and the number of authorized shares of the convertible preferred stock and common stock were not adjusted as a result of the Reverse Stock Split. All issued and outstanding common stock and the conversion prices and ratio of the convertible preferred stock have been retroactively adjusted to reflect this Reverse Stock Split for all periods presented.

Underwritten offering

In December 2022, the Company completed the 2022 Offering pursuant to which the Company issued and sold 15,384,616 shares of its common stock at a price to the public of \$6.50 per share. Proceeds from the offering were \$94.9 million, net of underwriting discounts and commissions and offering costs of \$5.1 million.

Basis of presentation

The accompanying consolidated financial statements have been prepared in accordance with US generally accepted accounting principles (US GAAP). Any reference in these notes to applicable guidance is meant to refer to US GAAP as found in the Accounting Standards Codification (ASC) and Accounting Standards Updates (ASU) promulgated by the Financial Accounting Standards Board (FASB).

Principles of consolidation and foreign currency transactions

The Company's consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries, Erasca Australia, ASN, and Erasca Ventures. Erasca Australia was registered under the laws of Australia on September 1, 2020, ASN was incorporated under the laws of the State of Delaware on November 23, 2020, and Erasca Ventures was formed under the laws of the State of Delaware on March 30, 2021. All intercompany balances and transactions have been eliminated. The functional currency of the Company and its wholly-owned subsidiaries is the US dollar. Assets and liabilities that are not denominated in the functional currency are remeasured into US dollars at foreign currency exchange rates in effect at the balance sheet date except for nonmonetary assets, which are remeasured at historical foreign currency exchange rates in effect at the date of transaction. Net realized and unrealized gains and losses from foreign currency transactions and remeasurement are reported in other income (expense), in the consolidated statements of operations and comprehensive loss and were not material for all periods presented.

Note 2. Summary of significant accounting policies

Use of estimates

The preparation of the Company's consolidated financial statements in conformity with US GAAP requires the Company to make estimates and assumptions that impact the reported amounts of assets, liabilities, expenses, and the disclosure of contingent assets and liabilities in the consolidated financial statements and accompanying notes. Accounting estimates and management judgments reflected in the consolidated financial statements include, but are not limited to, the accrual of research and development expenses, fair value of common stock, preferred stock and freestanding instruments, stock-based compensation expense, and the incremental borrowing rate for determining the operating lease asset and liability. Management evaluates its estimates on an ongoing basis. Although estimates are based on the Company's historical experience, knowledge of current events, and actions it may undertake in the future, actual results may ultimately materially differ from these estimates and assumptions.

Concentration of credit risk and off-balance sheet risk

Financial instruments which potentially subject the Company to significant concentration of credit risk consist of cash and cash equivalents and marketable securities. The Company maintains deposits in federally insured financial institutions in excess of federally insured limits. The Company has not experienced any losses in such accounts, and management believes that the Company is not exposed to significant credit risk due to the financial position of the depository institutions in which those deposits are held. The Company's investment policy includes guidelines for the quality of the related institutions and financial instruments and defines allowable investments that the Company may invest in, which the Company believes minimizes the exposure to concentration of credit risk.

Cash, cash equivalents, and restricted cash

Cash and cash equivalents include cash in readily available checking and savings accounts, and money market funds. The Company considers all highly liquid investments with an original maturity of three months or less from the date of purchase to be cash equivalents.

The Company had deposited cash of \$408,000 as of December 31, 2022 and 2021 to secure a letter of credit in connection with the lease of the Company's facilities (see Note 11). The Company has classified the restricted cash as a noncurrent asset on its consolidated balance sheets.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated balance sheets that sum to the total of the same amounts shown in the consolidated statements of cash flows (in thousands):

	December 31,	
	2022	2021
Cash and cash equivalents	\$ 284,217	\$ 360,487
Restricted cash	408	408
Total cash, cash equivalents and restricted cash	\$ 284,625	\$ 360,895

Marketable securities and investments

The Company classifies all marketable securities as available-for-sale, as the sale of such securities may be required prior to maturity. Management determines the appropriate classification of its marketable securities at the time of purchase. Marketable securities with original maturities beyond three months at the date of purchase and which mature at, or less than 12 months from, the balance sheet date are classified as short-term marketable securities. Available-for-sale securities are carried at fair value, with the unrealized gains and losses reported as accumulated other comprehensive income (loss) until realized. The amortized cost of available-for-sale debt securities is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization and accretion are included in interest income. The Company regularly reviews all of its marketable securities for declines in fair value. The review includes the consideration of the cause of the impairment, including the creditworthiness of the security issuers, the number of securities in an unrealized loss position, the severity of the unrealized loss(es), whether the Company has the intent to sell the securities and whether it is more likely than not that the Company will be required to sell the securities before the recovery of their amortized cost basis. If the decline in fair value is due to credit-related factors, a loss is recognized in net income; whereas if the decline in fair value is not due to credit-related factors, the loss is recorded in other comprehensive income (loss). Realized gains and losses on available-for-sale securities are included in other income or expense. The cost of securities sold is based on the specific identification method. Interest and dividends on securities classified as available-for-sale are included in interest income.

Through its wholly-owned subsidiary, Erasca Ventures, the Company has also invested in equity securities of a company whose securities are not publicly traded and whose fair value is not readily available (see Notes 3 and 17). This investment is recorded using cost minus impairment, plus or minus changes in its estimated fair value resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. Investments in equity securities without readily determinable fair values are assessed for potential impairment on a quarterly basis based on qualitative factors. This investment is included in other assets in the Company's consolidated balance sheets.

Fair value measurements

Certain assets and liabilities are carried at fair value under US GAAP. Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three levels of the fair value hierarchy, of which the first two are considered observable and the last is considered unobservable:

Level 1—Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2—Quoted prices for similar assets and liabilities in active markets, quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability.

Level 3—Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity).

Property and equipment, net

Property and equipment are stated at cost less accumulated depreciation. Depreciation and amortization are calculated using the straight-line method over the estimated useful lives of the respective assets, generally three to seven years. Leasehold improvements are amortized over the shorter of the estimated useful lives of the assets or the remaining lease term.

Impairment of long-lived assets

The Company continually evaluates long-lived assets for potential impairment when events or changes in circumstances indicate the carrying value of the assets may not be recoverable. Recoverability is measured by comparing the book values of the assets to the expected future net undiscounted cash flows that the assets are expected to generate. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the book values of the assets exceed their fair value. The Company did not recognize any impairment losses for the years ended December 31, 2022 and 2021.

Leases

The Company leases real estate facilities and equipment under non-cancelable and cancelable operating leases with various expiration dates through fiscal year 2032. At the inception of an arrangement, the Company determines whether the arrangement is or contains a lease based on the unique facts and circumstances present, the existence of an identified asset(s), if any, and the Company's control over the use of the identified asset(s), if applicable.

Operating leases are included in operating lease assets and in operating lease liabilities in the accompanying consolidated balance sheets. Operating lease assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the lease.

Operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term discounted based on the more readily determinable of (i) the rate implicit in the lease or (ii) the Company's incremental borrowing rate (which is the estimated rate the Company would be required to pay for a collateralized borrowing equal to the total lease payments over the term of the lease). Because the Company's operating leases generally do not provide an implicit rate, the Company estimates its incremental borrowing rate based on the information available at lease commencement date for borrowings with a similar term.

The Company's operating lease assets are measured based on the corresponding operating lease liability adjusted for (i) payments made to the lessor at or before the commencement date, (ii) initial direct costs incurred and (iii) tenant incentives under the lease. The Company does not assume renewals or early terminations unless it is reasonably certain to exercise these options at commencement. The Company elected the practical expedient which allows the Company to not allocate consideration between lease and non-lease components. Variable lease payments are recognized in the period in which the obligations for those payments are incurred. In addition, the Company elected the practical expedient such that it does not recognize lease assets or lease liabilities for leases with a term of 12 months or less of all asset classes. Operating lease expense is recognized on a straight-line basis over the lease term. Certain of the Company's real estate leases include tenant improvement allowances, which are recognized as lease incentives and amortized on a straight-line basis over the lease term as an offset to rent expense.

Research and development expense

Research and development expenses consist of external and internal costs associated with the Company's research and development activities, including its discovery and research efforts and the preclinical and clinical development of its product candidates. Research and development costs are expensed as incurred. The Company's research and development expenses include external costs, consisting of expenses incurred under arrangements with third parties, such as contract research organizations (CROs), contract manufacturing organizations (CMOs), consultants and its scientific advisors; and internal costs, consisting of employee-related expenses, including salaries, benefits, and stock-based compensation for those individuals involved in research and development efforts, the costs of laboratory supplies and acquiring, developing and manufacturing preclinical study materials, and facilities and depreciation, which include direct and allocated expenses for rent of facilities and depreciation.

The Company records accruals for estimated research and development costs, comprising payments for work performed by third party contractors, laboratories, and others. Some of these contractors bill monthly based on actual services performed, while others bill periodically based upon achieving certain contractual milestones. For the latter, the Company accrues the expenses as goods or services are used or rendered. Non-refundable advance payments for goods or services that will be used or rendered for future research and development activities are deferred and capitalized as prepaid expenses until the related goods are delivered or services are performed.

In-process research and development expense

The Company has acquired rights as part of asset acquisitions or in-licenses to develop and commercialize product candidates. Upfront payments that relate to the acquisition of a new product candidate, as well as pre-commercial milestone payments, are immediately expensed as in-process research and development (IPR&D) in the period in which they are incurred, provided that the new product candidate did not also include processes or activities that would constitute a "business" as defined under US GAAP, the product candidate has not achieved regulatory approval for marketing and, absent obtaining such approval, has no established alternative future use. The Company accounts for contingent consideration payable upon achievement of certain regulatory, development or sales milestones in such asset acquisitions when the underlying contingency is probable and estimable. Milestone payments made to third parties subsequent to regulatory approval will be capitalized as intangible assets and amortized over the estimated remaining useful life of the related product.

Patent costs

The Company expenses all costs as incurred in connection with patent applications (including direct application fees, and the legal and consulting expenses related to making such applications) and such costs are included in general and administrative expenses in the consolidated statements of operations and comprehensive loss.

Deferred offering costs

The Company capitalizes certain legal, professional accounting and other third-party fees that are directly associated with in-process equity financings as deferred offering costs until such financings are consummated. After consummation of the equity financing, these costs are recorded in stockholders' equity (deficit) as a reduction of proceeds generated as a result of the offering. Should the in-process equity financing be abandoned, the deferred offering costs will be expensed immediately as a charge to operating expenses in the consolidated statements of operations and comprehensive loss. There were no deferred offering costs as of December 31, 2022 and 2021.

Stock-based compensation

The Company measures employee and nonemployee stock-based awards based on the fair value on the date of grant and records compensation expense on a straight-line basis over the requisite service period of the award. The Company records the expense for stock-based awards subject to performance-based milestone vesting over the implied service period when management determines that achievement of the milestone is probable. Management evaluates when the achievement of a performance-based milestone is probable based on the expected satisfaction of the performance conditions at each reporting date. All stock-based compensation costs are recorded in the consolidated statements of operations and comprehensive loss based upon the underlying employees' or nonemployees' roles within the Company. Forfeitures are accounted for as they occur.

The fair value of stock option grants and shares purchasable under the Company's 2021 Employee Stock Purchase Plan (ESPP) is estimated on the date of grant using the Black-Scholes options-pricing model, which requires inputs based on certain subjective assumptions, including the:

- Fair value of common stock. As there was no active market for the Company's common stock prior to the IPO, the Company estimated the fair value of common stock on the date of grant based on the then current facts and circumstances using methodologies, approaches and assumptions consistent with the American Institute of Certified Public Accountants' Audit and Accounting Practice Guide: Valuation of Privately-Held Company Equity Securities Issued as Compensation. After the completion of the IPO, the fair value of each share of common stock is based on the closing price of the Company's common stock as reported by the Nasdaq Global Select Market (Nasdaq).
- Risk-free interest rate. The risk-free interest rate is based on the US Treasury zero-coupon issues in effect at the time of grant for periods corresponding with the expected term of the stock-based awards.
- Expected volatility. Given that the Company's common stock was privately held prior to the IPO, there was no active trading market for its common stock. The Company derived the expected volatility from the average historical volatilities over a period approximately equal to the expected term of comparable publicly traded companies within its peer group that were deemed to be representative of future stock price trends. The Company will continue to apply this process until a sufficient amount of historical information regarding the volatility of its own stock price becomes available.
- Expected term. The expected term represents the period that the stock-based awards are expected to be outstanding. The expected term of stock options issued is determined using the simplified method (based on the mid-point between the vesting date and the end of the contractual term) as the Company has concluded that its stock option exercise history does not provide a reasonable basis upon which to estimate expected term.
- Expected dividend yield. The Company has never paid dividends on its common stock and does not anticipate paying any dividends in the foreseeable future. Therefore, the Company used an expected dividend yield of zero. The fair value of each restricted common stock award is estimated on the date of grant based on the fair value of the Company's common stock on that same date.

Preferred stock purchase right liabilities

The Company had entered into convertible preferred stock financings where, in addition to the initial closing, investors agreed to buy, and the Company agreed to sell, additional shares of that convertible preferred stock at a fixed price in the event that certain conditions were met or agreed upon milestones were achieved. The Company evaluated this purchase right and assessed whether it met the definition of a freestanding instrument and, if so, determined the fair value of the purchase right liability and recorded it on the balance sheet with the remainder of the proceeds raised allocated to convertible preferred stock. The preferred stock purchase right liability was revalued at each reporting period with changes in the fair value of the liability recorded as change in fair value of preferred stock purchase right liability in the consolidated statements of operations and comprehensive loss. The preferred stock purchase right liability was revalued at settlement and the resultant fair value, if any, was then reclassified to convertible preferred stock at that time.

Income taxes

The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's consolidated financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on differences between the financial statement carrying amounts and the tax bases of the assets and liabilities using the enacted tax rates in effect in the years in which the differences are expected to reverse. A valuation allowance against deferred tax assets is recorded if, based on the weight of the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

The Company accounts for uncertainty in income taxes recognized in the consolidated financial statements by applying a two-step process to determine the amount of tax benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination by the taxing authorities. If the tax position is deemed more-likely-than-not to be sustained, the tax position is then assessed to determine the amount of benefit to recognize in the consolidated financial statements. The amount of the benefit that may be recognized is the largest amount that has a greater than 50% likelihood of being realized upon ultimate settlement. The provision for income taxes includes the effects of any resulting tax reserves, or unrecognized tax benefits, that are considered appropriate as well as the related net interest and penalties. As of December 31, 2022, the Company's tax years since inception are subject to examination by taxing authorities due to the Company's unutilized net operating losses and tax credits.

Comprehensive income (loss)

The Company reports all components of comprehensive income (loss), including net loss, in the consolidated financial statements in the period in which they are recognized. Comprehensive income (loss) is defined as the change in equity during a period from transactions and other events and circumstances from non-owner sources, including unrealized gains and losses on marketable securities. Other comprehensive income (loss) includes unrealized gains and losses on marketable securities, which was the only difference between net loss and comprehensive loss for the applicable periods.

Net loss per share

The Company's net loss is equivalent to net loss attributable to common stockholders for all periods presented. Basic net loss per share is calculated by dividing the net loss by the weighted-average number of common shares outstanding during the period, without consideration of potentially dilutive securities. Diluted net loss per share is computed by dividing the net loss by the weighted-average number of common shares and potentially dilutive securities outstanding for the period. For purposes of the diluted net loss per share calculation, the convertible preferred stock (prior to the IPO), options to purchase common stock, shares purchasable under the ESPP and common stock subject to repurchase related to unvested restricted stock and options early exercised are considered to be potentially dilutive securities. Basic and diluted net loss per share is presented in conformity with the two-class method required for participating securities as the convertible preferred stock is considered a participating security because it participates in dividends with common stock. The Company also considers the shares issued upon the early exercise of stock options subject to repurchase to be participating securities because holders of such shares have non-forfeitable dividend rights in the event a dividend is paid on common stock. The Company's participating securities do not have a contractual obligation to share in the Company's losses. As such, the net loss was attributed entirely to common stockholders. As the Company has reported a net loss for all periods presented, diluted net loss per common share is the same as basic net loss per common share for those periods, since dilutive common shares are not assumed to have been issued if their effect is anti-dilutive.

Segments

The Company has determined that its chief executive officer is the chief operating decision maker (CODM). The Company operates and manages the business as one reporting and one operating segment, which is the business of discovering and developing precision medicines for the benefit of patients with cancer. The Company's CODM reviews financial information on an aggregate basis for purposes of allocating resources and evaluating financial performance. All of the Company's assets are located in the United States.

Recently adopted accounting pronouncements

In June 2016, the FASB issued ASU 2016-13, Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments (ASU 2016-13) and also issued subsequent amendments to the initial guidance: ASU 2018-19, ASU 2019-04, ASU 2019-05, and ASU 2019-11. The standard requires that credit losses be reported using an expected losses model rather than the incurred losses model that is currently used, and it establishes additional disclosure requirements related to credit risks. For available-for-sale debt securities with expected credit losses, this standard now requires allowances to be recorded instead of reducing the amortized cost of the investment. This guidance was originally effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years, and early adoption was permitted. In November 2019, the FASB subsequently issued ASU 2019-10, Financial Instruments—Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842): Effective Dates, whereby the effective date of this standard for smaller reporting companies was deferred to fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, and early adoption is still permitted. The Company adopted ASU 2016-13, and related updates, on a modified retrospective basis on January 1, 2022, and the adoption had an immaterial impact on its consolidated financial statements and related disclosures.

In August 2020, the FASB issued ASU 2020-06, Debt: Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40) (ASU 2020-06), which simplifies the accounting for convertible instruments and contracts in an entity's own equity. This guidance is effective for the Company in its annual reporting period beginning after December 15, 2023, including interim periods within that reporting period, with early adoption permitted only as of annual reporting periods beginning after December 15, 2020. The Company adopted ASU 2020-06 on a modified retrospective basis on January 1, 2022, and the adoption had no impact on its consolidated financial statements and related disclosures.

In January 2020, the FASB issued ASU 2020-01, Clarifying the Interactions Between Topic 321, Topic 323, and Topic 815 (ASU 2020-01), which clarifies that an entity should consider observable transactions that require it to either apply or discontinue the equity method of accounting for the purposes of applying the measurement alternative in accordance with Topic 321 immediately before applying or upon discontinuing the equity method. In addition, ASU 2020-01 states that for the purpose of applying paragraph 815-10-15-141(a), an entity should not consider whether, upon the settlement of the forward contract or exercise of the purchased option, individually or with existing investments, the underlying securities would be accounted for under the equity method in Topic 323 or the fair value option in accordance with the financial instruments guidance in Topic 825. The Company adopted the provisions of ASU 2020-01 prospectively as of January 1, 2022, and the adoption had no impact on its consolidated financial statements and related disclosures.

Recently issued accounting pronouncements not yet adopted

From time to time, new accounting pronouncements are issued by the FASB or other standard setting bodies that the Company adopts as of the specified effective date. The Company qualifies as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 (JOBS Act) and has elected not to "opt out" of the extended transition related to complying with new or revised accounting standards, which means that when a standard is issued or revised and it has different application dates for public and nonpublic companies, the Company can adopt the new or revised standard at the time nonpublic companies adopt the new or revised standard and can do so until such time that the Company either (i) irrevocably elects to "opt out" of such extended transition period or (ii) no longer qualifies as an emerging growth company.

Note 3. Fair value measurements

The following tables summarize the Company's financial assets measured at fair value on a recurring basis and their respective input levels based on the fair value hierarchy (in thousands):

	December 31, 2022	Fair value measurements as of December 31, 2022 using		
		Quoted prices in active markets for identical assets (level 1)	Significant other observable inputs (level 2)	Significant unobservable inputs (level 3)
Assets:				
Money market funds ⁽¹⁾	\$ 255,080	\$ 255,080	\$ —	\$ —
US treasury securities ⁽²⁾	127,476	127,476	—	—
US government agency securities ⁽²⁾	1,468	—	1,468	—
Corporate debt securities ⁽²⁾	3,301	—	3,301	—
Commercial paper ⁽²⁾	18,519	—	18,519	—
Supranational debt securities ⁽²⁾	639	—	639	—
Total fair value of assets	<u>\$ 406,483</u>	<u>\$ 382,556</u>	<u>\$ 23,927</u>	<u>\$ —</u>

(1) Included as cash and cash equivalents on the consolidated balance sheets.

(2) Included as short-term marketable securities on the consolidated balance sheets.

	December 31, 2021	Fair value measurements as of December 31, 2021 using		
		Quoted prices in active markets for identical assets (level 1)	Significant other observable inputs (level 2)	Significant unobservable inputs (level 3)
Assets:				
Money market funds ⁽¹⁾	\$ 351,625	\$ 351,625	\$ —	\$ —
US treasury securities ⁽²⁾	18,097	18,097	—	—
Corporate debt securities ⁽²⁾	2,822	—	2,822	—
Commercial paper ⁽²⁾	31,566	—	31,566	—
Supranational debt securities ⁽²⁾	1,503	—	1,503	—
US treasury securities ⁽³⁾	44,770	44,770	—	—
Total fair value of assets	<u>\$ 450,383</u>	<u>\$ 414,492</u>	<u>\$ 35,891</u>	<u>\$ —</u>

(1) Included as cash and cash equivalents on the consolidated balance sheets.

(2) Included as short-term marketable securities on the consolidated balance sheets.

(3) Included as long-term marketable securities on the consolidated balance sheets.

The carrying amounts of the Company's financial instruments, including cash, prepaid expenses and other current assets, accounts payable, and accrued expenses and other current liabilities, approximate fair value due to their short maturities. As of December 31, 2022, the Company held a \$2.0 million equity investment in Affini-T Therapeutics, Inc. (Affini-T) at cost. No adjustments have been made to the value of the Company's investment in Affini-T since its initial measurement either due to impairment or based on observable price changes. No such investment existed as of December 31, 2021. None of the Company's non-financial assets or liabilities are recorded at fair value on a non-recurring basis. No transfers between levels have occurred during the periods presented.

Cash equivalents consist of money market funds, short-term marketable securities consist of US treasury securities, US government agency securities, corporate debt securities, commercial paper and supranational debt securities, and long-term marketable securities consist of US treasury securities. The Company obtains pricing information from its investment manager and generally determines the fair value of marketable securities using standard observable inputs, including reported trades, broker/dealer quotes, and bid and/or offers.

Preferred stock purchase right liability

In 2020, the Company entered into a Series B convertible preferred stock purchase agreement that contained provisions that potentially obligated the Company to issue 13,175,191 shares of Series B-2 convertible preferred stock upon the achievement of certain milestones, which represented a freestanding financial instrument requiring liability accounting. The fair value of this freestanding preferred stock purchase right liability was based on significant inputs not observable in the market, which represented a Level 3 measurement within the fair value hierarchy. The Company's valuation of the preferred stock purchase right liability utilized the Black-Scholes option pricing model incorporating assumptions and estimates. Upon the issuance of the shares of the Company's Series B-2 convertible preferred stock in January 2021, the purchase right liability was revalued with a gain of \$1.6 million recorded in change in fair value of the purchase right liability for the year ended December 31, 2021 within the consolidated statements of operations and comprehensive loss.

Note 4. Marketable securities

The following tables summarize the Company's marketable securities accounted for as available-for-sale securities (in thousands, except years):

	December 31, 2022				
	Maturity (in years)	Amortized cost	Unrealized gains	Unrealized losses	Estimated fair value
US treasury securities	1 or less	\$ 128,504	\$ 5	\$ (1,033)	127,476
US government agency securities	1 or less	1,467	1	—	1,468
Corporate debt securities	1 or less	3,309	—	(8)	3,301
Commercial paper	1 or less	18,519	—	—	18,519
Supranational debt securities	1 or less	645	—	(6)	639
Total		<u>\$ 152,444</u>	<u>\$ 6</u>	<u>\$ (1,047)</u>	<u>\$ 151,403</u>

	December 31, 2021				
	Maturity (in years)	Amortized cost	Unrealized gains	Unrealized losses	Estimated fair value
US treasury securities	1 or less	\$ 18,116	\$ —	\$ (19)	\$ 18,097
Corporate debt securities	1 or less	2,824	—	(2)	2,822
Commercial paper	1 or less	31,566	—	—	31,566
Supranational debt securities	1 or less	1,503	—	—	1,503
US treasury securities	1-2	44,911	—	(141)	44,770
Total		<u>\$ 98,920</u>	<u>\$ —</u>	<u>\$ (162)</u>	<u>\$ 98,758</u>

The following tables present fair values and gross unrealized losses for those available-for-sale securities that were in an unrealized loss position as of December 31, 2022 and 2021, aggregated by category and the length of time that the securities have been in a continuous loss position:

	December 31, 2022					
	Unrealized losses less than 12 months		Unrealized losses 12 months or greater		Total	
	Fair value	Unrealized losses	Fair value	Unrealized losses	Fair value	Unrealized losses
US treasury securities	\$ 60,652	\$ (129)	\$ 44,048	\$ (904)	\$ 104,700	\$ (1,033)
US government agency securities	—	—	—	—	—	—
Corporate debt securities	2,560	(8)	—	—	2,560	(8)
Commercial paper	—	—	—	—	—	—
Supranational debt securities	639	(6)	—	—	639	(6)
Total	<u>\$ 63,851</u>	<u>\$ (143)</u>	<u>\$ 44,048</u>	<u>\$ (904)</u>	<u>\$ 107,899</u>	<u>\$ (1,047)</u>

	December 31, 2021					
	Unrealized losses less than 12 months		Unrealized losses 12 months or greater		Total	
	Fair value	Unrealized losses	Fair value	Unrealized losses	Fair value	Unrealized losses
US treasury securities	\$ 62,867	\$ (160)	\$ —	\$ —	\$ 62,867	\$ (160)
Corporate debt securities	2,822	(2)	—	—	2,822	(2)
Commercial paper	799	—	—	—	799	—
Supranational debt securities	1,503	—	—	—	1,503	—
Total	<u>\$ 67,991</u>	<u>\$ (162)</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 67,991</u>	<u>\$ (162)</u>

As of December 31, 2022, there were 35 available-for-sale securities with an estimated fair value of \$107.9 million in gross unrealized loss positions, of which 10 available-for-sale securities with an estimated fair value of \$44.0 million were in an unrealized loss position for more than 12 months. As of December 31, 2021, there were 19 available-for-sale securities with an estimated fair value of \$68.0 million in gross unrealized loss positions, none of which were in an unrealized position for more than 12 months.

As of December 31, 2022 and 2021, unrealized losses on available-for-sale securities are not attributed to credit risk. The Company believes that an allowance for credit losses is unnecessary because the unrealized losses on certain of the Company's available-for-sale securities are due to market factors and interest rate increases. Additionally, the Company does not intend to sell the securities nor is it more likely than not that the Company will be required to sell the securities before recovery of their amortized cost basis.

Accrued interest on the Company's available-for-sale securities was \$748,000 and \$112,000 as of December 31, 2022 and 2021, respectively, and is included in prepaid expenses and other current assets on the consolidated balance sheets.

Note 5. Property and equipment, net

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

	December 31, 2022	December 31, 2021
Construction in process	\$ —	\$ 11,228
Laboratory equipment	4,815	2,488
Furniture and fixtures	4,104	2,455
Leasehold improvements	17,837	795
Computer equipment and software	1,559	715
Property and equipment	28,315	17,681
Less accumulated depreciation and amortization	(3,500)	(1,727)
Property and equipment, net	<u>\$ 24,815</u>	<u>\$ 15,954</u>

Depreciation and amortization expense related to property and equipment was \$2.6 million and \$829,000 for the years ended December 31, 2022 and 2021, respectively.

Note 6. Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	December 31, 2022	December 31, 2021
Accrued research and development expenses	\$ 11,523	\$ 8,964
Accrued compensation	9,395	7,275
Unvested early exercised stock option liability	1,690	2,884
Accrued professional services	873	383
Accrued property and equipment	638	1,272
Other accruals	217	483
Total	\$ 24,336	\$ 21,261

Note 7. Asset acquisitions

The following purchased assets were accounted for as asset acquisitions as substantially all of the fair value of the assets acquired were concentrated in a group of similar assets, and the acquired assets did not have outputs or employees. Because the assets had not yet received regulatory approval, the fair value attributable to these assets was recorded as in-process research and development expenses in the Company's consolidated statements of operations and comprehensive loss.

Asana BioSciences, LLC

In November 2020, the Company entered into the Asana Merger Agreement, pursuant to which ASN became its wholly-owned subsidiary. Asana and ASN had previously entered into a license agreement, which was amended and restated prior to the closing of the merger transaction (the Asana License Agreement, and collectively with the Asana Merger Agreement, the Asana Agreements), pursuant to which ASN acquired an exclusive, worldwide license to certain intellectual property rights relating to inhibitors of ERK1 and ERK2 owned or controlled by Asana to develop and commercialize ERAS-007 and certain other related compounds for all applications. The Company has the right to sublicense (through multiple tiers) the licensed rights under the Asana Agreements, subject to certain conditions.

Under the Asana Merger Agreement, in 2020, the Company made an upfront payment of \$20.0 million and issued 4,000,000 shares of its Series B-2 convertible preferred stock to Asana at a value of \$7.50 per share or a total fair value of equity of \$30.0 million. In connection with the Company's IPO, these shares of Series B-2 convertible preferred stock were converted into 3,333,333 shares of the Company's common stock. The Company is obligated to make future development and regulatory milestone cash payments for a licensed product in an amount of up to \$90.0 million. Additionally, upon achieving a development milestone related to demonstration of successful proof-of-concept in a specified clinical trial, the Company will also be required to issue 3,888,889 shares of its common stock to Asana. The Company is not obligated to pay royalties on the net sales of licensed products. No IPR&D expense was recorded during the years ended December 31, 2022 and 2021. As of December 31, 2022 and 2021, no milestones had been accrued as the underlying contingencies were not probable or estimable.

Emerge Life Sciences, Pte. Ltd.

In March 2021, the Company entered into an asset purchase agreement (ELS Purchase Agreement) with EmERGE Life Sciences, Pte. Ltd. (ELS) wherein it purchased all rights, title, and interest (including all patent and other intellectual property rights) to EGFR antibodies directed against the EGFR domain II (EGFR-D2) and domain III (EGFR-D3) as well as a bispecific antibody where one arm is directed against EGFR-D2 and the other is directed against EGFR-D3 (the Antibodies). Under the terms of the ELS Purchase Agreement, in 2021, the Company made an upfront payment of \$2.0 million and issued to ELS 500,000 shares of the Company's common stock at a value of \$3.36 per share or a total fair value of equity of \$1.7 million. The Company recorded IPR&D expense of \$0 and \$3.7 million during the years ended December 31, 2022 and 2021, respectively, in connection with the asset acquisition.

Note 8. License agreements

Novartis Pharma AG

In December 2022, the Company entered into an exclusive license agreement (the Novartis Agreement) with Novartis Pharma AG (Novartis) under which the Company was granted an exclusive, worldwide, royalty-bearing license to certain patent and other intellectual property rights owned or controlled by Novartis to develop, manufacture, use, and commercialize naporafenib in all fields of use. The Company has the right to sublicense (through multiple tiers) its rights under the Novartis Agreement, subject to certain limitations and conditions, and is required to use commercially reasonable efforts to commercialize licensed products in certain geographical markets. The license granted under the Novartis Agreement is subject to Novartis' reserved right to: (i) develop, manufacture, use, and commercialize compounds unrelated to naporafenib under the licensed patent rights and know-how, (ii) use the licensed patent rights and know-how for non-clinical research purposes, and (iii) use the licensed patent rights and know-how to the extent necessary to perform ongoing clinical trials and perform its obligations under existing contracts and under the Novartis Agreement.

Under the Novartis Agreement, the Company made an upfront cash payment to Novartis of \$20.0 million and issued to Novartis 12,307,692 shares of common stock of the Company having an aggregate value of approximately \$80.0 million. The Company is obligated to make future regulatory milestone payments of up to \$80.0 million and sales milestone payments of up to \$200.0 million. The Company is also obligated to pay royalties on net sales of all licensed products, in the low-single digit percentages, subject to certain reductions. The Company recorded \$100.0 million in IPR&D expense during the year ended December 31, 2022 in connection with the Novartis Agreement. As of December 31, 2022, the Company had recorded \$20.0 million in accounts payable on the consolidated balance sheets related to the upfront cash payment.

The Novartis Agreement will expire upon the last to expire royalty term, which is determined on a licensed product-by-licensed product and country-by-country basis, and is the later of: (i) ten years from the date of first commercial sale for the licensed product in such country, (ii) the last to expire valid claim within the licensed patent rights covering such licensed product, or (iii) the expiration of all regulatory exclusivity for the licensed product in such country. Upon expiration of the Novartis Agreement, on a licensed product-by-licensed product and country-by-country basis, the Company will have a fully paid-up, perpetual, and irrevocable license to develop, manufacture, use, and commercialize the licensed products.

The Novartis Agreement may be terminated in its entirety by either party in the event of an uncured material breach by the other party. Novartis may terminate the Novartis Agreement upon written notice in the event the Company becomes subject to specified bankruptcy, insolvency, or similar circumstances. The Company may terminate the Novartis Agreement in its entirety at any time upon the provision of prior written notice to Novartis. Upon termination of the Novartis Agreement for any reason, all rights and licenses granted to the Company will terminate. In addition, upon termination of the Novartis Agreement for any reason other than its natural expiration, Novartis has an option to negotiate a license under any patent rights, know-how, or other intellectual property rights relating to the licensed products that are owned or controlled by the Company for the purpose of developing, manufacturing and commercializing the licensed products on terms to be negotiated between the parties.

NiKang Therapeutics, Inc.

In February 2020, the Company entered into a license agreement (the NiKang Agreement) with NiKang Therapeutics, Inc. (NiKang) under which the Company was granted an exclusive, worldwide license to certain intellectual property rights owned or controlled by NiKang related to certain SHP2 inhibitors to develop and commercialize ERAS-601 and certain other related compounds for all applications. The Company has the right to sublicense (through multiple tiers) its rights under the NiKang Agreement, subject to certain conditions, and is required to use commercially reasonable efforts to develop and commercialize licensed products.

Under the NiKang Agreement, in 2020, the Company made an upfront payment of \$5.0 million to NiKang and reimbursed NiKang \$0.4 million for certain initial manufacturing costs. In addition, the Company paid \$7.0 million in 2020 related to the publication of a US patent application that covered the composition of matter of ERAS-601. The Company is also obligated to pay (i) development and regulatory milestone payments in an aggregate amount of up to \$16.0 million for the first licensed product, of which \$4.0 million was paid in January 2021, and \$12.0 million for a second licensed product, and (ii) commercial milestone payments in an aggregate amount of up to \$157.0 million for the first licensed product and \$151.0 million for a second licensed product. The Company is also obligated to: (i) pay tiered royalties on net sales of all licensed products in the mid-single digit percentages, subject to certain reductions; and (ii) equally split all net sublicensing revenues earned under sublicense agreements that the Company enters into with any third party before commencement of the first Phase I clinical trial for a licensed product. No IPR&D expense was recorded during the years ended December 31, 2022 and 2021. As of December 31, 2022 and 2021, no milestones are accrued as the underlying contingencies are not probable or estimable.

Katmai Pharmaceuticals, Inc.

In March 2020, the Company entered into a license agreement (the Katmai Agreement) with Katmai Pharmaceuticals, Inc. (Katmai) under which the Company was granted an exclusive, worldwide, royalty-bearing license to certain patent rights and know-how controlled by Katmai related to the development of small molecule therapeutic and diagnostic products that modulate EGFR and enable the identification, diagnosis, selection, treatment, and/or monitoring of patients for neuro-oncological applications to develop, manufacture, use, and commercialize ERAS-801 and certain other related compounds in all fields of use. The Company has the right to sublicense (through multiple tiers) its rights under the Katmai Agreement, subject to certain limitations and conditions, and is required to use commercially reasonable efforts to develop, manufacture, and commercialize licensed products and to meet certain specified development and launch milestones by certain dates.

Under the Katmai Agreement, the Company made an upfront payment of \$5.7 million and Katmai agreed to purchase shares of the Company's Series B-1 convertible preferred stock and Series B-2 convertible preferred stock having an aggregate value of \$2.7 million. In April 2020, Katmai purchased 356,000 shares of the Company's Series B-1 convertible preferred stock for \$1.8 million, and in January 2021, Katmai purchased 118,666 shares of the Company's Series B-2 convertible preferred stock for \$0.9 million. In connection with the Company's IPO, these shares of Series B-1 convertible preferred stock and Series B-2 convertible preferred stock were converted into 395,555 shares of the Company's common stock, in the aggregate. The Company is obligated to make future development and regulatory milestone payments of up to \$26.0 million, of which \$2.0 million was paid in March 2022, and commercial milestone payments of up to \$101.0 million. The Company is also obligated to pay tiered royalties on net sales of each licensed product, at rates ranging from the mid- to high-single digit percentages, subject to a minimum annual royalty payment in the low six figures and certain permitted deductions. The Company recorded IPR&D expense of \$2.0 million in connection with a development milestone payment made during the year ended December 31, 2022. No IPR&D expense was recorded during the year ended December 31, 2021. As of December 31, 2022 and 2021, no milestones are accrued as the underlying contingencies are not probable or estimable.

LifeArc

In April 2020, the Company entered into a license agreement with LifeArc (the LifeArc Agreement) under which the Company was granted an exclusive, worldwide license to certain materials, know-how, and intellectual property rights owned or controlled by LifeArc to develop, manufacture, use, and commercialize certain ULK inhibitors for all applications. The Company also has the right to sublicense (through multiple tiers) its rights under the LifeArc Agreement, subject to certain conditions. The foregoing license is subject to LifeArc's retained non-exclusive, irrevocable, worldwide, sublicensable (to its academic collaborators), royalty-free right to use the licensed intellectual property rights within all fields of use for LifeArc's own non-commercial, non-clinical academic research.

Under the LifeArc Agreement, the Company was granted the license at no upfront cost and a period of three months after the effective date to conduct experiments on LifeArc's compounds. Upon completion of this initial testing period, the Company had the option to continue the license and make a one-time license payment of \$75,000 to LifeArc, which payment was subsequently made in 2020. The Company is obligated to make future development milestone payments for a licensed product of up to \$11.0 million and sales milestone payments of up to \$50.0 million. The Company is also obligated to pay royalties on net sales of all licensed products, in the low-single digit percentages, subject to certain reductions. No IPR&D expense was recorded during the years ended December 31, 2022 and 2021. As of December 31, 2022 and 2021, no milestones are accrued as the underlying contingencies are not probable or estimable.

University of California, San Francisco

In December 2018, the Company entered into a license agreement, as amended (the UCSF Agreement), with The Regents of the University of California, San Francisco (the Regents), under which the Company was granted an exclusive, worldwide, royalty-bearing license under certain patent rights claiming novel covalent inhibitors of GTP- and GDP-bound RAS for the development and commercialization of products covered by such patent rights for the prevention, treatment and amelioration of human cancers and other diseases and conditions. The UCSF Agreement was amended in May 2021. The Company has the right to sublicense (through multiple tiers) its rights under the UCSF Agreement, subject to certain conditions.

Under the UCSF Agreement, the Company made upfront payments of \$50,000 to the Regents and pays the Regents an annual license maintenance fee during the term of the license, but such fee will not be due on any anniversary if, on that date, the Company is making royalty payments to the Regents. The Company is obligated to make future development and regulatory milestone payments of up to \$6.4 million and a sales milestone payment of \$2.0 million for either of the first two licensed products. The Company is also obligated to pay royalties on net sales of all licensed products in the low-single digit percentages, subject to a minimum annual royalty payment in the low six figures, commencing on the year of the first sale of a licensed product and continuing, on a licensed product-by-licensed product and country-by-country basis, until there are no valid claims of the licensed patent rights covering the licensed product in such country.

Additionally, the Company is obligated to pay tiered sublicensing fees, with the first two tiers in the low-to-mid teen percentages and the third tier at 30%, on certain fees the Company receives from any sublicense that the Company grants, depending on the stage of development of a licensed product when such sublicense is granted. Prior to the execution of the amendment, the Company was obligated to make a cash payment to the Regents in the event of the Company's initial public offering, a change of control transaction or a reverse merger (the Corporate Milestone). In the amendment, the amount of the cash payment payable upon the Company's achievement of a Corporate Milestone was reduced and the Company agreed to issue the Regents 944,945 shares of the Company's common stock, which issuance was not contingent upon the achievement of a Corporate Milestone and occurred in May 2021. In August 2021, following the achievement of the Corporate Milestone, the Company made a cash payment to the Regents in the amount of \$1.7 million. No IPR&D expense was recorded during the year ended December 31, 2022. The Company recorded IPR&D expense of \$7.2 million during the year ended December 31, 2021 related to the issuance of 944,945 shares of the Company's common stock and the Corporate Milestone cash payment to the Regents.

Note 9. Stockholders' equity

In connection with the IPO, on July 20, 2021, the Company amended and restated its certificate of incorporation to, among other things, (i) increase the number of authorized shares of common stock from 156,000,000 to 800,000,000 and (ii) authorize 80,000,000 shares of undesignated preferred stock with a par value of \$0.0001 per share.

Common stock

The Company had 800,000,000 shares of its common stock authorized as of December 31, 2022 and 2021. The Company had 150,448,363 and 121,382,547 shares of its common stock issued and 149,333,258 and 119,102,505 shares of common stock outstanding as of December 31, 2022 and 2021, respectively.

Holders of the Company's common stock are entitled to one vote for each share held on the applicable record date with respect to all matters submitted to a vote of stockholders, including the election of directors, and do not have cumulative voting rights. Common stockholders are entitled to receive dividends, as may be declared by the Company's board of directors. As of December 31, 2022, no dividends had been declared.

In August 2022, the Company entered into an Open Market Sale Agreement (the Sale Agreement) with Jefferies LLC (the Agent), pursuant to which the Company may offer and sell shares of the Company's common stock having an aggregate offering price of up to \$200 million from time to time, in "at the market" offerings through the Agent. Sales of the shares of common stock, if any, will be made at prevailing market prices at the time of sale, or as otherwise agreed with the Agent. The Agent will receive a commission from the Company of up to 3.0% of the gross proceeds of any shares of common stock sold under the Sale Agreement. There have been no shares of the Company's common stock sold under the Sale Agreement as of December 31, 2022.

In December 2022, the Company completed the 2022 Offering in which the Company issued and sold 15,384,616 shares of its common stock at a price to the public of \$6.50 per share. Proceeds from the offering were \$94.9 million, net of underwriting discounts and commissions and offering costs of \$5.1 million.

Shares of common stock subject to repurchase

During 2018, the Company issued 1,458,332 shares of restricted stock for cash at a price of \$0.0001 per share. The restricted stock vests 25% one year from the vesting commencement date and monthly thereafter over a three-year period and is subject to repurchase by the Company in the event of any voluntary or involuntary termination of services to the Company prior to vesting. Any shares subject to repurchase by the Company are not deemed, for accounting purposes, to be outstanding until those shares vest. As of December 31, 2022 and 2021, zero and 212,674 shares of common stock, respectively, were subject to repurchase by the Company. The unvested stock liability related to these awards is immaterial for all periods presented. For the years ended December 31, 2022 and 2021, 212,674 and 364,585 shares vested, respectively.

Convertible preferred stock

Upon the closing of the IPO in July 2021, all shares of convertible preferred stock then outstanding converted into 71,263,685 shares of common stock. Prior to conversion, the Company's convertible preferred stock was classified outside of stockholders' equity on the consolidated balance sheets because the holders of such shares had liquidation rights in the event of a deemed liquidation that, in certain situations, were not solely within the control of the Company and would require the redemption of the then-outstanding convertible preferred stock. There were no shares of convertible preferred stock outstanding as of December 31, 2022 and 2021.

Note 10. Stock-based compensation

In July 2021, the Company's board of directors adopted and the Company's stockholders approved the Company's 2021 Incentive Award Plan (the 2021 Plan), which became effective in connection with the IPO. Upon the adoption of the 2021 Plan, the Company ceased making equity grants under its 2018 Equity Incentive Plan (the 2018 Plan). Under the 2021 Plan, the Company may grant stock options, restricted stock, restricted stock units, stock appreciation rights, and other stock or cash-based awards to individuals who are then employees, officers, directors or non-entity consultants of the Company. A total of 15,150,000 shares of common stock were initially reserved for issuance under the 2021 Plan. In addition, the number of shares of common stock available for issuance under the 2021 Plan may be increased annually on the first day of each calendar year during the term of the 2021 Plan, beginning in 2022, by an amount equal to the lesser of (i) 5% of the shares of common stock outstanding on the final day of the immediately preceding calendar year or (ii) such smaller number of shares as determined by the Company's board of directors or an authorized committee of the board of directors. As of December 31, 2022, there were 16,022,747 stock-based awards available for future grant under the 2021 Plan.

Subsequent to July 2021, no further awards will be granted under the 2018 Plan and all future stock-based awards will be granted under the 2021 Plan. To the extent outstanding options or restricted stock granted under the 2018 Plan are cancelled, forfeited, repurchased, or otherwise terminated without being exercised or becoming vested, and would otherwise have been returned to the share reserve under the 2018 Plan, the number of shares underlying such awards will be available for future grant under the 2021 Plan.

Options granted are exercisable at various dates as determined upon grant and will expire no more than ten years from their date of grant. Stock options generally vest over a four-year term. The exercise price of each option shall be determined by the Company's board of directors based on the estimated fair value of the Company's stock on the date of the option grant. The exercise price shall not be less than 100% of the fair market value of the Company's common stock at the time the option is granted. For holders of more than 10% of the Company's total combined voting power of all classes of stock, incentive stock options may not be granted at less than 110% of the fair market value of the Company's common stock on the date of grant and for a term that exceeds five years. Early exercise is permitted for certain grants under the 2018 Plan.

Stock options

A summary of the Company's stock option activity under the 2021 Plan and 2018 Plan is as follows (in thousands, except share and per share data and years):

	Shares	Weighted- average exercise price	Weighted- average remaining contractual term (years)	Aggregate intrinsic value
Outstanding at December 31, 2021	13,818,212	\$ 3.87	8.82	\$ 163,264
Granted	5,933,296	10.28		
Exercised	(1,177,571)	1.70		
Canceled	(1,180,541)	5.78		
Outstanding at December 31, 2022	17,393,396	\$ 5.84	8.20	\$ 18,295
Options exercisable at December 31, 2022	7,125,203	\$ 4.15	7.63	\$ 11,715

The weighted-average grant date fair value of options granted for the years ended December 31, 2022 and 2021 was \$7.43 and \$4.16, respectively. As of December 31, 2022, the unrecognized compensation cost related to unvested stock option grants was \$52.8 million and is expected to be recognized as expense over approximately 2.41 years. The intrinsic value of the options exercised for the years ended December 31, 2022 and 2021 was \$7.8 million and \$3.1 million, respectively.

Prior to the Company's IPO, certain individuals were granted the ability to early exercise their stock options. The shares of common stock issued from the early exercise of unvested stock options are restricted and continue to vest in accordance with the original vesting schedule. The Company has the option to repurchase any unvested shares at the original purchase price upon any voluntary or involuntary termination. The shares purchased by the employees and non-employees pursuant to the early exercise of stock options are not deemed, for accounting purposes, to be outstanding until those shares vest. The cash received in exchange for exercised and unvested shares related to stock options granted is recorded as a liability for the early exercise of stock options on the accompanying consolidated balance sheets and will be transferred into common stock and additional paid-in capital as the shares vest. As of December 31, 2022 and 2021, there were 1,115,105 shares and 1,854,427 shares subject to repurchase by the Company, respectively. As of December 31, 2022 and 2021, the Company recorded \$1.7 million and \$2.9 million of liabilities associated with shares issued with repurchase rights, respectively, which is recorded in accrued expenses and other current liabilities.

The assumptions used in the Black-Scholes option pricing model to determine the fair value of the employee and nonemployee stock option grants were as follows:

	Year Ended December 31,	
	2022	2021
Risk-free interest rate	1.46%-4.23%	0.59%-1.34%
Expected volatility	83.91%-87.11%	81.93%-85.35%
Expected term (in years)	5.50-6.08	6.08
Expected dividend yield	--%	--%

Employee stock purchase plan

In July 2021, the Company's board of directors adopted and the Company's stockholders approved the ESPP, which became effective in connection with the IPO. The ESPP permits participants to contribute up to a specified percentage of their eligible compensation during a series of offering periods of 24 months, each comprised of four six-month purchase periods, to purchase the Company's common stock. The purchase price of the shares will be 85% of the fair market value of the Company's common stock on the first day of trading of the applicable offering period or on the applicable purchase date, whichever is lower. A total of 1,260,000 shares of common stock was initially reserved for issuance under the ESPP. In addition, the number of shares of common stock available for issuance under the ESPP may be increased annually on the first day of each calendar year during the term of the ESPP, beginning in 2022, by an amount equal to the lesser of (i) 1% of the shares of common stock outstanding on the final day of the immediately preceding calendar year or (ii) such smaller number of shares as determined by the Company's board of directors or an authorized committee of the board of directors. The Company recognized stock-based compensation expense related to the ESPP of \$1.1 million and \$688,000 during the years ended December 31, 2022 and 2021, respectively. As of December 31, 2022, the unrecognized compensation cost related to the ESPP was \$3.1 million and is expected to be recognized as expense over approximately 1.49 years. As of December 31, 2022 and 2021, \$74,000 and \$102,000 has been withheld on behalf of employees for future purchase under the ESPP, respectively, and is included in accrued expenses and other current liabilities on the consolidated balance sheets. The Company issued and sold 202,882 and 91,987 shares under the ESPP during the years ended December 31, 2022 and 2021, respectively.

The assumptions used in the Black-Scholes option pricing model to determine the fair value of the stock to be purchased under the ESPP were as follows:

	Year Ended December 31,	
	2022	2021
Risk-free interest rate	2.24%-4.68%	0.05%-0.64%
Expected volatility	73.05%-87.89%	70.99%-91.69%
Expected term (in years)	0.50-1.99	0.39-2.00
Expected dividend yield	--%	--%

Restricted stock

The Company granted 1,795,827 shares of its restricted stock in 2018, which vest 25% one year from the vesting commencement date and monthly thereafter over a three-year period. The weighted-average grant date fair value of restricted stock granted in 2018 was \$0. No shares of restricted stock were granted during the years ended December 31, 2022 and 2021. The restricted stock shares are subject to forfeiture upon the stockholders' termination of employment or service to the Company. Any shares subject to forfeiture are not deemed, for accounting purposes, to be outstanding until those shares vest. As such, the Company recognizes the measurement date fair value of the restricted stock over the vesting period as compensation expense. As of December 31, 2022 and 2021, zero and 212,941 shares of common stock, respectively, were subject to forfeiture.

The summary of the Company's restricted stock activity during the year ended December 31, 2022 is as follows:

	Number of restricted stock shares outstanding	Weighted- average grant date fair value
Nonvested at December 31, 2021	212,941	\$ 0.001
Vested	(205,996)	0.001
Forfeited	(6,945)	0.001
Nonvested at December 31, 2022	—	—

At December 31, 2022, the total unrecognized compensation related to unvested restricted stock awards granted was \$0.

Stock-based compensation expense

The allocation of stock-based compensation for all stock awards was as follows (in thousands):

	Year Ended December 31,	
	2022	2021
Research and development	\$ 11,620	\$ 4,957
General and administrative	8,489	3,374
Total	\$ 20,109	\$ 8,331

Common stock reserved for future issuance

Common stock reserved for future issuance consisted of the following as of December 31, 2022 and 2021:

	December 31,	December 31,
	2022	2021
Stock options issued and outstanding	17,393,396	13,818,212
Awards available for future grant	16,022,747	14,699,430
Shares available for purchase under the ESPP	965,131	1,168,013
Total	34,381,274	29,685,655

Note 11. Leases

Operating leases

The Company has facility leases for office space under non-cancellable and cancelable operating leases with various expiration dates through 2032 and equipment under a non-cancellable operating lease with a term expiring in 2026. Total lease costs were approximately \$7.7 million and \$2.8 million, including operating lease costs of \$5.8 million and \$2.3 million, variable lease costs of \$1.8 million and \$429,000, and short-term lease costs of \$86,000 and \$119,000 during the years ended December 31, 2022 and 2021, respectively. The Company paid \$1.2 million and \$1.1 million in cash for operating leases that were included in the operating activities section of the consolidated statements of cash flows for the years ended December 31, 2022 and 2021, respectively.

The weighted-average remaining lease term and the weighted-average discount rate of the Company's operating leases was 9.26 years and 8.96% at December 31, 2022, respectively. The weighted-average remaining lease term and the weighted-average discount rate of the Company's operating leases was 9.86 years and 6.9% at December 31, 2021, respectively. The weighted-average remaining lease term does not include any renewal options at the election of the Company.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Facility leases

In 2018, the Company entered into a lease agreement for approximately 11,000 square feet of office space in San Diego, California which was subsequently amended resulting in a total of 16,153 square feet of office space leased (the 2018 Lease). The amended space was accounted for as a separate lease. The 2018 Lease was again modified in November 2021 to amend the termination date from May 2024 to April 2022. The Company remeasured the associated lease liability using the incremental borrowing rate at the date of the second amendment selected on the basis of the remaining lease term and remaining lease payments and adjusted the operating lease asset accordingly, resulting in a \$539,000 gain on remeasurement, which was recorded as other income (expense), net in the consolidated statements of operations and comprehensive loss. The 2018 Lease was again modified in April 2022 to amend the termination date from April 2022 to May 2022. The Company's lease payments consisted primarily of fixed rental payments for the right to use the underlying leased assets over the lease term. The Company was responsible for operating expenses over base operating expenses as defined in the original lease agreement. The 2018 Lease expired in accordance with the terms of the 2018 Lease at the end of May 2022.

In September 2020, the Company entered into a lease agreement for 59,407 square feet of laboratory and office space in San Diego, California, which represented a portion of a new facility that was under construction and which was subsequently amended in March 2021 to expand the rented premises by 18,421 square feet (the 2020 Lease). The construction and design of the asset was the primary responsibility of the lessor. The Company was involved in certain aspects of construction and design for certain interior features and leasehold improvements that is beneficial to the Company to better suit its business needs and intended purpose of the space. The lease is accounted for as an operating lease and commenced in August 2021. In April 2022, the 2020 Lease was modified to amend the rent commencement date from February 2022 to May 2022. The 2020 Lease, as amended, has an initial term of 10.75 years and includes aggregate monthly payments to the lessor of approximately \$51.6 million beginning in May 2023 with a rent escalation clause, and a tenant improvement allowance of approximately \$16.8 million. The Company is responsible for its share of operating expenses based on actual operating expenses incurred by the landlord. The 2020 Lease is cancellable at the Company's request after the 84th month with 12 months written notice and a lump-sum cancellation payment of \$2.5 million. As discussed in Note 2, the Company provided a letter of credit to the lessor for \$408,000, which expires October 31, 2031.

In December 2021, the Company entered into a lease agreement for 29,542 square feet of office and laboratory space in South San Francisco, California. The lease is accounted for as an operating lease with the associated operating lease assets and liabilities recorded upon commencement, which occurred in July 2022. The non-cancellable operating lease has an initial term of 124 months with an option to extend the lease term by 5 years at the then current market rates and includes aggregate monthly payments to the lessor of approximately \$34.4 million beginning in November 2022 with a rent escalation clause, and a tenant improvement allowance of approximately \$8.2 million. The Company is responsible for its share of operating expenses based on actual operating expenses incurred by the landlord. The construction and design of the tenant improvements was the primary responsibility of the lessor. While the Company was involved in certain aspects of construction and design for certain interior features and leasehold improvements that is beneficial to the Company to better suit its business needs and intended purpose of the space, all construction was handled directly by the landlord. The Company was not deemed to be the accounting owner of the tenant improvements prior to or after the construction period. All payments made by the Company for landlord-owned tenant improvements were recorded as prepaid rent on the consolidated balance sheets prior to lease commencement and included in the operating lease asset upon lease commencement. In February 2022, the expected project costs exceeded the tenant improvement allowances by \$5.1 million, which was paid directly to the landlord by the Company and was recorded as prepaid rent in the consolidated balance sheets and as a cash outflow from operating activities in the consolidated statements of cash flows. Upon lease commencement, the \$5.1 million of prepaid rent was included in the operating lease asset. The Company paid a security deposit of \$874,000 in December 2021 that is recorded as other assets in the consolidated balance sheets.

Future minimum lease payments under the operating leases with initial lease terms in excess of one year as of December 31, 2022 are as follows (in thousands):

Year ending December 31,	
2023	6,858
2024	8,752
2025	9,024
2026	9,170
2027	9,199
Thereafter	44,376
Total lease payments	\$ 87,379
Less: Amount representing interest	(29,748)
Less: Tenant improvement allowance receivable	(2,533)
Operating lease liabilities	<u>\$ 55,098</u>

Note 12. Commitments and contingencies

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

Note 13. Income taxes

No provision for federal, state or foreign income taxes has been recorded for the years ended December 31, 2022 and 2021.

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities as of December 31, 2022 and 2021 were as follows (in thousands):

	December 31, 2022	December 31, 2021
Deferred tax assets:		
Net operating loss carryforwards	\$ 52,470	\$ 37,874
Intangible assets	36,195	7,464
Capitalized research and development costs	21,004	—
Operating lease liabilities	15,451	4,689
Research and development credits	9,853	4,037
Contribution of common stock	4,907	4,366
Stock-based compensation	3,961	939
Other, net	3,455	1,747
Total deferred tax assets	147,296	61,116
Deferred tax liabilities:		
Property and equipment	(5,809)	(420)
Operating lease assets	(11,334)	(4,330)
Total deferred tax liabilities	(17,143)	(4,750)
Valuation allowance	(130,153)	(56,366)
Net deferred tax assets	\$ —	\$ —

The Company has established a valuation allowance against net deferred tax assets due to the uncertainty that such assets will be realized. The Company periodically evaluates the recoverability of the deferred tax assets. At such time as it is determined that it is more likely than not that deferred tax assets will be realizable, the valuation allowance will be reduced. The Company has recorded a full valuation allowance of \$130.2 million as of December 31, 2022, as it does not believe it is more likely than not that the deferred tax assets will be realized primarily due to the generation of pre-tax book losses, the lack of feasible tax-planning strategies, the limited existing taxable temporary differences, and the subjective nature of forecasting future taxable income into the future. The Company increased its valuation allowance by \$73.8 million during the year ended December 31, 2022.

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

	Year ended December 31,	
	2022	2021
Federal statutory income tax rate	21.0%	21.0%
State income taxes, net of federal benefit	7.6	6.1
Change in valuation allowance	(30.3)	(31.4)
Fair value of purchase right liability	—	0.3
Other permanent differences	(0.3)	(0.7)
Research and development credits	2.9	2.9
State net operating loss	(0.1)	2.4
Other	(0.8)	(0.6)
Effective income tax rate	—%	—%

At December 31, 2022, the Company had federal, California and other state net operating loss (NOL) carryforwards of \$166.1 million, \$250.2 million and \$2.0 million, respectively. The federal NOL carryforwards will carryforward indefinitely and can offset 80% of future taxable income each year, the California NOL carryforwards begin to expire in 2038 and the other state NOL carryforwards begin to expire in 2035.

At December 31, 2022, the Company also had federal, California and Massachusetts research tax credit carryforwards of approximately \$8.4 million, \$4.7 million and \$402,000, respectively. The federal research tax credit carryforwards begin to expire in 2038, the California research tax credit carryforward does not expire and can be carried forward indefinitely until utilized, and the Massachusetts research tax credit carryforwards begin to expire in 2036.

At December 31, 2022, the Company also had federal and California charitable contribution carryforwards of \$17.5 million. The charitable contribution carryforwards begin to expire in 2024.

The above NOL carryforward and the research tax credit carryforwards are subject to an annual limitation under Section 382 and 383 of the Internal Revenue Code of 1986, as amended (IRC), and similar state provisions due to ownership change limitations that have occurred which will limit the amount of NOL and tax credit carryforwards that can be utilized to offset future taxable income and tax, respectively. In general, an ownership change, as defined by Section 382 and 383, results from transactions increasing ownership of certain stockholders or public groups in the stock of the corporation by more than 50 percentage points over a three-year period. The Company has not completed an IRC Section 382/383 analysis regarding the limitation of net operating loss and research and development credit carryforwards. If a change in ownership were to have occurred, additional NOL and tax credit carryforwards could be eliminated or restricted. If eliminated, the related asset would be removed from the deferred tax asset schedule with a corresponding reduction in the valuation allowance. Due to the existence of the valuation allowance, limitations created by future ownership changes, if any, related to the Company's operations in the United States will not impact the Company's effective tax rate.

The Company recognizes a tax benefit from an uncertain tax position when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. Income tax positions must meet a more likely than not recognition at the effective date to be recognized.

A reconciliation of the beginning and ending amount of unrecognized tax benefits for 2022 and 2021, excluding interest and penalties, is as follows (in thousands):

	Year ended December 31,	
	2022	2021
Balance at the beginning of the year	\$ 1,182	\$ 191
Increase (decrease) related to prior year positions	—	156
Increase related to current year positions	1,543	835
Balance at the end of the year	<u>\$ 2,725</u>	<u>\$ 1,182</u>

Included in the balance of unrecognized tax benefits as of December 31, 2022 is \$2.5 million that, if recognized, would reduce the Company's annual effective tax rate, subject to valuation allowance. The Company does not anticipate any significant changes to unrecognized tax benefits over the next 12 months.

The Company has filed income tax returns in the United States, California, Massachusetts, Tennessee, and Arizona. The Company is not currently under examination in any of these jurisdictions, and all of the Company's tax years remain effectively open in all jurisdictions to examination due to net operating loss carryforwards. The Company's policy is to recognize interest expense and penalties related to income tax matters as tax expense. For the years ended December 31, 2022 and 2021, the Company has not recognized any interest or penalties related to income taxes.

Note 14. Net loss per share

The following table summarizes the computation of basic and diluted net loss per share of the Company (in thousands, except share and per share data):

	Year Ended December 31,	
	2022	2021
Net loss	\$ (242,805)	\$ (122,764)
Weighted-average shares of common stock used in computing net loss per share, basic and diluted	122,024,848	66,290,592
Net loss per share, basic and diluted	<u>\$ (1.99)</u>	<u>\$ (1.85)</u>

The Company's potentially dilutive securities, which include options to purchase common stock, shares purchasable under the ESPP and common stock subject to repurchase related to unvested restricted stock and options early exercised, have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted-average number of common shares outstanding used to calculate both basic and diluted net loss per share is the same. The Company excluded the following potential common shares, presented as amounts outstanding at each period end, from the computation of diluted net loss per share for the periods indicated because including them would have had an anti-dilutive effect:

	December 31, 2022	December 31, 2021
Options to purchase common stock	17,393,396	13,818,212
Restricted stock subject to future vesting	—	425,615
Options early exercised subject to future vesting	1,115,105	1,854,427
Estimated shares purchasable under the ESPP	803,767	384,526
Total potentially dilutive shares	<u>19,312,268</u>	<u>16,482,780</u>

Note 15. Retirement plan

The Company sponsors an employee savings plan that qualifies as a deferred salary arrangement under Section 401(k) of the US Internal Revenue Code. Participating employees may defer up to the Internal Revenue Service annual contribution limit. The Company provides a safe harbor contribution of 3.0% of the employee's compensation, not to exceed eligible limits. For the years ended December 31, 2022 and 2021, the Company incurred \$858,000 and \$533,000 in expenses related to the safe harbor contribution, respectively.

Note 16. COVID-19 pandemic

The current COVID-19 pandemic, which is impacting worldwide economic activity, poses the risk that the Company or its employees, contractors, suppliers, and other partners may be prevented from conducting business activities for an indefinite period of time, including due to shutdowns that may be requested or mandated by governmental authorities. During the years ended December 31, 2022 and 2021, the Company has not experienced significant impact from the pandemic. The extent to which the COVID-19 pandemic will impact the Company's business will depend on future developments that are highly uncertain and cannot be predicted at this time.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was enacted in response to the COVID-19 pandemic. The CARES Act provided for a refundable employee retention credit, which can be used to offset payroll tax liabilities. On March 11, 2021, President Biden signed the American Rescue Plan Act, which includes several provisions previously enacted under the CARES Act, such as measures that extended and expanded the employee retention credit through December 31, 2021. However, on November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act, which terminated the employee retention credit for wages paid in the fourth calendar quarter of 2021 for employers that are not recovery startup businesses.

Pursuant to the employee retention credit, eligible employers could receive a 50% or 70% credit on qualified wages against their employment taxes each quarter during the eligible periods in 2020 and 2021, respectively, with any excess credits eligible for refunds. During the year ended December 31, 2022, the Company recorded an employee retention credit of \$2.2 million upon completion of an analysis providing reasonable assurance that the Company met the conditions set forth in the CARES Act and it was reasonably assured that the Company would receive the employee retention credit. The employee retention credit is recorded in research and development expenses and general and administrative expenses in the manner in which the qualified wages and related costs were classified.

Note 17. Related party transactions

Affini-T Therapeutics, Inc.

The Company holds a \$2.0 million equity investment in Affini-T. One of the Company's board members is also a member of the board of Affini-T.

Erasca Foundation

In May 2021, the Company established the Erasca Foundation to provide support such as direct research grants, hardship grants, patient advocacy, patient education in underserved populations, and funding for other initiatives to positively impact society that align with the Company's mission. The Company's chief executive officer and certain board members serve as directors of the Erasca Foundation and the Company's chief executive officer, chief financial officer, and general counsel are also officers of the Erasca Foundation. In July 2021, the Company issued 1,093,557 shares of its common stock to the Erasca Foundation as a contribution and recorded \$17.5 million to such contribution of common stock to the Erasca Foundation in the Company's consolidated statements of operations and comprehensive loss. In December 2021, the Company loaned the Erasca Foundation \$100,000 in exchange for a non-interest bearing promissory note that matures one year following the date of the note. In November 2022, the Erasca Foundation repaid the note. As of December 31, 2022 and 2021, \$0 and \$100,000 is recorded as a receivable in prepaid expenses and other current assets in the consolidated balance sheets, respectively.

Disgorgement of stockholder's short-swing profits

In August 2021, the Company received \$553,000 related to the recovery of short-swing profits from a private investment fund affiliated with one of its board members, a related party, under Section 16(b) of the Securities Exchange Act of 1934, as amended. The Company recognized these proceeds as a capital contribution from a stockholder with an increase to additional paid-in-capital in its consolidated balance sheet and as cash provided by financing activities in its consolidated statement of cash flows.

Note 18. Subsequent events

In February and March 2023, the Company granted options to purchase an aggregate of 9,025,337 shares of its common stock to employees at a weighted-average exercise price of \$4.00 per share.

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
3.1	Amended and Restated Certificate of Incorporation of Erasca, Inc.	8-K	7/20/2021	3.1	
3.2	Amended and Restated Bylaws of Erasca, Inc.	8-K	7/20/2021	3.2	
4.1	Specimen stock certificate evidencing the shares of common stock	S-1	6/25/2021	4.1	
4.2	Amended and Restated Stockholders Agreement, dated April 15, 2020, by and among the Registrant and certain of its stockholders	S-1	6/25/2021	4.2	
4.3	Description of Securities	10-K	3/24/2022	4.3	
10.1#	Erasca, Inc. 2021 Incentive Award Plan and form of stock option agreement and form of restricted stock unit agreement thereunder	S-1/A	7/12/2021	10.2	
10.2#	Erasca, Inc. 2021 Employee Stock Purchase Plan	S-1/A	7/12/2021	10.3	
10.3#	Erasca, Inc. Severance and Change in Control Severance Plan and Summary Plan Description	S-1/A	7/12/2021	10.4	
10.4#	Non-Employee Director Compensation Program	S-1/A	7/12/2021	10.5	
10.5#	Employment Letter Agreement, dated August 18, 2020, by and between Michael D. Varney, Ph.D. and the Registrant	S-1	6/25/2021	10.9	
10.6#	Scientific Advisory Board Agreement, dated August 15, 2020, by and between Michael D. Varney, Ph.D. and the Registrant	S-1	6/25/2021	10.10	
10.7#	Amended and Restated Employment Letter Agreement, dated July 9, 2021, by and between Jonathan E. Lim, M.D. and the Registrant	S-1/A	7/12/2021	10.13	
10.8#	Amended and Restated Employment Letter Agreement, dated July 9, 2021, by and between David M. Chacko, M.D. and the Registrant	S-1/A	7/12/2021	10.14	
10.9#	Amended and Restated Employment Letter Agreement, dated July 9, 2021, by and between Wei Lin, M.D. and the Registrant	S-1/A	7/12/2021	10.15	
10.10#	Amended and Restated Employment Letter Agreement, dated July 9, 2021, by and between Eburn S. Garner and the Registrant	S-1/A	7/12/2021	10.16	
10.11#	Form of Indemnification Agreement for Directors and Officers	S-1/A	7/12/2021	10.17	
10.12†	Lease Agreement, dated September 29, 2020 by and between ARE-SD Region No. 23, LLC and the Registrant, as amended	10-Q	5/12/2022	10.2	
10.13†	Exclusive License Agreement, dated December 21, 2018, by and between The Regents of the University of California and the Registrant, as amended	S-1	6/25/2021	10.20	
10.14†	License Agreement, dated February 18, 2020, by and between NiKang Therapeutics, Inc. and the Registrant	S-1	6/25/2021	10.21	
10.15†	Exclusive License Agreement, dated March 12, 2020, by and between Katmai Pharmaceuticals, Inc. and the Registrant	10-K	3/24/2022	10.16	
10.16†	License Agreement, dated April 16, 2020, by and between LifeArc and the Registrant	S-1	6/25/2021	10.23	
10.17†	Agreement and Plan of Merger, dated November 23, 2020, by and among the Registrant and its wholly-owned subsidiaries, ASN Product Development, Inc. and Asana BioSciences, LLC	S-1	6/25/2021	10.24	

10.18†	Amended and Restated License Agreement, dated November 23, 2020, by and among the Registrant's wholly-owned subsidiaries, ASN Product Development, Inc. and Asana BioSciences, LLC	S-1	6/25/2021	10.25	
10.19	Open Market Sale Agreement, dated August 11, 2022, by and between Jefferies LLC and the Registrant	S-3	8/11/2022	1.2	
10.20†	Exclusive License Agreement, dated December 9, 2022 by and between Novartis Pharma AG and the Registrant				X
23.1	Consent of KPMG LLP, independent registered public accounting firm				X
31.1	Certification of Chief Executive Officer of Erasca, Inc., as required by Rule 13a-14(a) or Rule 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
31.2	Certification of Chief Financial Officer of Erasca, Inc., as required by Rule 13a-14(a) or Rule 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
32.1*	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				X
32.2*	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				X
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.				X
101.SCH	Inline XBRL Taxonomy Extension Schema Document				X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document				X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document				X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				X
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)				X

Indicates management contract or compensatory plan.

† Portions of this exhibit have been omitted for confidentiality purposes.

* This certification is deemed not filed for purpose of section 18 of the Exchange Act or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [*], HAS BEEN OMITTED BECAUSE IT IS BOTH (1) NOT MATERIAL AND (2) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED**

Execution Copy

EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (this “**Agreement**”) is entered into as of December 9, 2022 (the “**Effective Date**”) by and between Novartis Pharma AG (“**Novartis**”), a corporation organized and existing under the laws of Switzerland, and Erasca, Inc., a corporation incorporated under the laws of the State of Delaware (“**Erasca**”). Erasca and Novartis are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Novartis and its Affiliates (as defined below) have conducted clinical trials of, and Control (as defined below) certain rights to patents and other intellectual property related to, a compound known as naporafenib (LXH254) for the treatment of cancer;

WHEREAS, Novartis and its Affiliates have conducted clinical trials of, and Control (as defined below) certain rights to, patents and other intellectual property relating to other Novartis Proprietary Compounds (defined below), some of which have the potential to be used as concomitant or sequential treatments with naporafenib (LXH254) for the treatment of cancer; and

WHEREAS, Erasca desires to license the intellectual property rights associated with naporafenib (LXH254) from Novartis to Develop and Commercialize (as defined below) the Licensed Compound and Licensed Products (as defined below), and Novartis desires to grant such license to Erasca, in accordance with the terms and conditions of this Agreement, and for the avoidance of doubt, Novartis does not grant to Erasca under this Agreement any right to any Novartis Proprietary Compound other than as may be required by Law to label and promote the Licensed Compound or Licensed Products as concomitant or sequential treatments with such Novartis Proprietary Compounds.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

All references to particular Exhibits, Articles, or Sections shall mean the Exhibits to, and Articles and Sections of this Agreement, unless otherwise specified. For the purposes of this Agreement and the Exhibits hereto, the following words and phrases shall have the following meanings:

- 1.1 “**Abandoned Category A Patent Right**” has the meaning set forth in Section 4.6.

1.2 “**Abandoned Category B Patent Right**” has the meaning set forth in Section 4.9.

1.3 “**Accounting Standards**” means International Financial Reporting Standards (IFRS) with respect to Novartis, and U.S. Generally Accepted Accounting Principles (GAAP), with respect to Erasca, and GAAP or IFRS, as applicable, with respect to any Affiliate or Sublicensee, in each case, as generally and consistently applied through such entity’s organization.

1.4 “**Active MTAs**” means each of the material transfer agreements entered into between Novartis or its Affiliate and a Third Party set forth on Exhibit A.

1.5 “**Affiliate**” means, with respect to a particular entity or Person, any Person that controls, is controlled by, or is under common control with that Party. For the purpose of this definition, “control” will mean, direct or indirect ownership of 50% or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or 50% or more of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby the entity or Person controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. In the case of entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for a foreign investor may be less than 50%, and in such case such lower percentage will be substituted in the preceding sentence, provided that such foreign investor has the power to direct the management and policies of such entity.

1.6 “**Agreement**” has the meaning set forth in the Preamble.

1.7 “**Alliance Manager**” has the meaning set forth in Section 5.6.

1.8 “**Anti-Corruption Laws**” means Laws, regulations, or orders prohibiting the provision of a financial or other advantage for a corrupt purpose or otherwise in connection with the improper performance of a relevant function, including without limitation, the U.S. Foreign Corrupt Practices Act (FCPA) and similar laws governing corruption and bribery, whether public, commercial or both, to the extent applicable.

1.9 “**Blocking Patents**” means any Patent Rights that Novartis or its Affiliates Control as of the Effective Date that Cover (i) compositions comprising, (ii) methods of manufacture of, or (iii) uses of, the Licensed Compound and/or Licensed Products, and in each case that are not otherwise included in the Category A Licensed Patents, Category B Licensed Patents, Ongoing Clinical Trial Patents, or Other Inventions Patents.

1.10 “**Calendar Quarter**” means any period of three (3) consecutive calendar months ending on March 31, June 30, September 30, and December 31 of any Calendar Year.

1.11 “**Calendar Year**” means each successive period of twelve (12) months commencing on January 1 and ending on December 31.

1.12 “**Category A Licensed Patents**” means the Patent Rights set forth on Exhibit D - Part 1.

1.13 “**Category B Licensed Patents**” means the Patent Rights set forth on Exhibit D - Part 2.

1.14 “**cGMP**” means all then-current and phase-appropriate applicable standards relating to current good manufacturing practices for fine chemicals, intermediates, bulk Licensed Products or finished pharmaceutical drugs, including: (a) all applicable requirements detailed in the FDA’s current Good Manufacturing Practices regulations, 21 C.F.R. §§ 210 and 211, (b) all applicable requirements detailed in European Directive 2003/94/EC and Eudralex 4, and (c) all applicable Laws promulgated by any Governmental Authority having jurisdiction over the manufacture of the applicable compound or pharmaceutical drug Licensed Product, as applicable.

1.15 “**Claims**” “means all Third Party demands, claims, actions, proceedings and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, reasonable legal costs, and other reasonable expenses of any nature whatsoever in connection therewith.

1.16 “**Clinical Trial**” means a clinical trial in humans as described in 21 C.F.R. § 312.21, as amended from time to time, or any foreign counterpart thereof.

1.17 “**CMC**” means chemistry, manufacturing and controls.

1.18 “**Combination Therapies**” means a Licensed Product that either (i) includes a Licensed Compound and at least one (1) Other Active Ingredient or (ii) is indicated for use together with at least one (1) Other Active Ingredient.

1.19 “**Commercialize**” means to market, promote, distribute, import, export, offer to sell, and/or sell Licensed Products (including manufacture of the Licensed Compounds and/or Licensed Products for commercial use), as well as conducting all associated post-launch regulatory activities, including medical affairs oversight, and “**Commercialization**” means Commercialization activities relating to Licensed Products.

1.20 “**Commercially Reasonable Efforts**” means such reasonable, diligent and good faith efforts and resources as are commensurate with those commonly used in the pharmaceutical industry by a similarly situated company engaged in the development or commercialization of pharmaceutical products at a similar stage of development or commercialization, in each case taking into account issues such as safety and efficacy, product profile, the actual or anticipated labeling, the then-current competitive environment for such product, the nature and extent of market exclusivity (including patent coverage and regulatory exclusivity), the cost, the actual or projected profitability of such product, the likely timing of such product’s entry into the market, and the regulatory environment and status of such product.

1.21 “**Commercial Milestone Events**” has the meaning set forth in Section 3.4.

1.22 “**Commercial Milestone Payments**” has the meaning set forth in Section 3.4.

1.23 “**Confidential Information**” has the meaning set forth in Section 8.1.

1.24 “**Control**” or “**Controlled**” means, with respect to any Know-How, material, Patent Right, or other intellectual property right, the possession (whether by ownership or license) by a Party or its Affiliate of the ability to transfer or to grant to the other Party a license, sublicense or access as provided herein to such Know-How, material, Patent Right, or other intellectual property right, without violating the terms of any agreement or other arrangement with any Third Party, or being obligated to pay any royalties or other consideration therefor (unless the relevant other Party agrees in writing to pay all such consideration), in existence as of the time such Party or its Affiliates would first be required hereunder to grant the other Party such license, sublicense or access.

1.25 “**Cover**” or “**Covered**” by a Patent Right means that a Valid Claim (absent a license thereunder or ownership thereof) of such Patent Right would be infringed by the Exploitation of a Licensed Product; if a Valid Claim is a pending claim, then such pending claim shall be treated as if it were issued for the purposes of determining infringement at the time coverage is assessed.

1.26 “**CTA**” means a Clinical Trial Application in the countries that are officially recognized as member states of the European Union.

1.27 “**CTN**” means a Clinical Trial Notification submitted to the Japanese Ministry of Health, Labor and Welfare prior to the initiation of a Clinical Trial in Japan.

1.28 “**Data Controller**” means the natural or legal person which, alone or jointly with others determines the purposes and means of the Processing of Personal Data.

1.29 “**Data Protection Laws**” means all applicable Laws, rules and regulations, including the United States Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, the California Consumer Privacy Act of 2018 (to the extent applicable), and any supranational or national legislation relating to privacy and data protection, direct marketing or the interception or communication of electronic messages, in each case as amended, consolidated, re-enacted or replaced from time to time, including, to the extent applicable, European Data Protection Laws.

1.30 “**Data Subject**” has the meaning set forth in Section 1.95.

1.31 “**Data Subject Request**” means any communication addressed to one or both Parties under this Agreement made by a Data Subject exercising one or several of his/her data protection rights under applicable Data Protection Laws.

1.32 “**Defending Party**” has the meaning set forth in Section 4.12.

1.33 **“Develop”, “Developed” or “Development”** means drug development activities, including, without limitation, manufacture of the Licensed Compounds and/or Licensed Products for pre- and non-clinical research and clinical trials, test method development and stability testing, assay development and audit development, manufacturing development, toxicology, formulation, quality assurance/quality control development, statistical analysis, clinical studies, packaging development, regulatory affairs, and the preparation, filing, and prosecution of Regulatory Filings as necessary to obtain Regulatory Approval to market and/or sell a Licensed Product.

1.34 **“Disclosing Party”** has the meaning set forth in Section 8.1.1.

1.35 **“Dollar”** means the U.S. dollar, and “\$” will be interpreted accordingly.

1.36 **“Drug Approval Application”** means any (a) new drug application, supplemental new drug application or other marketing authorization application, in each case submitted to the FDA, including any amendments thereto, or (b) comparable applications filed in or for countries or jurisdictions outside of the United States, in each of (a) and (b) to obtain Regulatory Approval to Commercialize a Licensed Product in that country or jurisdiction.

1.37 **“Effective Date”** has the meaning set forth in the Preamble.

1.38 **“EMA”** means the European Medicines Agency or any successor entity thereto.

1.39 **“Enforcing Party”** means the Party initiating or defending any such enforcement action made pursuant to Section 4.11.

1.40 **“Erasca”** has the meaning set forth in the Preamble.

1.41 **“Erasca Disclosure Schedules”** has the meaning set forth in Section 6.1.

1.42 **“Erasca Indemnitees”** has the meaning set forth in Section 7.2.

1.43 **“Erasca Responsible Patents”** has the meaning set forth in Section 4.5.

1.44 **“Erasca Sole Inventions”** has the meaning set forth in Section 4.2.

1.45 **“European Data Protection Laws”** means the General Data Protection Regulation 2016/679 (the **“GDPR”**), the e-Privacy Directive 2002/58/EC, the Privacy and Electronic Communications Regulations 2003, the UK Data Protection Act 2018 (**“DPA”**), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (together with the DPA, the **“UK GDPR”**), and any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements, replaces, adds to, amends, extends, reconstitutes or consolidates such laws from time to time, in each case as amended, consolidated, re-enacted or replaced from time to time.

- 1.46 **“European Union”** or **“EU”** means the European Union member states as of the Effective Date.
- 1.47 **“Executive Officer”** means the Chief Executive Officer of Erasca or his/her designee and the Global Head, BD&L, Novartis Institutes for BioMedical Research or his/her designee.
- 1.48 **“Exploit”** means to research, Develop, make, have made, use, offer for sale, sell, import, export, transfer possession of or title in or otherwise Commercialize or exploit a compound or product and **“Exploitation”** shall be construed accordingly.
- 1.49 **“FDA”** means the United States Food and Drug Administration or any successor entity thereto.
- 1.50 **“FDCA”** means the Federal Food Drug and Cosmetic Act, as amended from time to time.
- 1.51 **“Field”** means any and all fields of use.
- 1.52 **“First Commercial Sale”** means the first sale of a Licensed Product by Erasca or an Affiliate or a Sublicensee to a Third Party in a country following Regulatory Approval for the sale of such Licensed Product in that country. Sales or transfers of reasonable quantities of a Licensed Product for research or Development, including proof of concept studies or other clinical trial purposes, or for compassionate or similar use, shall not be considered a First Commercial Sale.
- 1.53 **“Force Majeure Event”** shall have the meaning set forth in Section 10.15.
- 1.54 **“Generic Product”** means, with respect to a Licensed Product, any pharmaceutical product that: (a) is sold by a Third Party other than a Party or its Affiliates or Sublicensees, which Third Party did not purchase such product in a chain of distribution that included such Party or its Affiliate or Sublicensee as intentional participants, (b) contains the same or a bioequivalent compound to a Licensed Product, and (c) whose Drug Approval Application is approved by a Regulatory Authority in reliance, in whole or in part, on the prior approval (or on safety or efficacy data submitted in support of the prior approval) of such Licensed Product, including any pharmaceutical or biologic product authorized for sale: (a) in the U.S. pursuant to Section 505(b)(2) or Section 505(j) of the Act (21 U.S.C. 355(b)(2) or 355(j), respectively), or pursuant to Section 351(k) of the Public Health Service Act (42 U.S.C. 262(k)), (b) in the EU pursuant to a provision of Articles 10, 10a, or 10b of Parliament and Council Directive 2001/83/EC as amended (including an application under Article 6.1 of Parliament and Council Regulation (EC) No 726/2004 that relies for its content on any such provision), or (c) in any other country or jurisdiction pursuant to all equivalents of such provisions.
- 1.55 **“GCP”** means the then-current good clinical practice standards, practices, and procedures promulgated or endorsed by the applicable Regulatory Authority as set forth in the

guidelines imposed by such Regulatory Authority, as may be updated from time-to-time, including those set forth in FDA regulations in 21 C.F.R. Parts 11, 50, 54, 56, 312, 314, and 320 and all related FDA rules, regulations, orders, and guidance, and by the International Conference on Harmonization E6: Good Clinical Practices Consolidated Guideline.

1.56 “**GLP**” means the then-current good laboratory practice standards, practices, and procedures promulgated or endorsed by the applicable Regulatory Authority as set forth in the guidelines imposed by such Regulatory Authority, as may be updated from time-to-time, including those as set forth in FDA regulations in 21 C.F.R. Part 58 and all applicable FDA rules, regulations, orders, and guidance, and the requirements with respect to good laboratory practices prescribed in the European Union, by the OECD (Organization for Economic Cooperation and Development Council) and by the International Conference on Harmonization E6: Good Clinical Practices Consolidated Guideline.

1.57 “**Governmental Authority**” means any court, tribunal, agency, commission, department, ministry, official, authority, or other instrumentality of any national, federal, state, county, provincial, local, municipal, city or other political subdivision thereof or of any multinational governmental body, or any council, court, or other tribunal entitled to exercise any administrative, executive, judicial, legislative, regulatory, or taxing authority or power.

1.58 “**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, and any successor to such statute, rules or regulations.

1.59 “**IND**” means an Investigational New Drug application required pursuant to 21 C.F.R. Part 312 or any comparable filings (other than any CTA) outside of the U.S. required to commence Clinical Trials in such country or region, and all supplements or amendments that may be filed with respect to the foregoing.

1.60 “**Indication**” means a specific disease, disorder or condition which is recognized by the applicable Regulatory Authority in a given country or jurisdiction as a disease, disorder or condition. For the avoidance of doubt, all variants of a single disease, disorder or condition (whether classified by severity, patient age population, or otherwise) will be treated as the same Indication, except that different types of cancer, as defined by site or cancer cell origin by the applicable Regulatory Authority, will be treated as different Indications, to the extent that they are recognized as such by applicable Regulatory Authorities. For further clarity: (a) any and all uses of the Licensed Product to treat solid tumors with [***] mutations for a tissue agnostic indication will be, collectively, a single and distinct Indication; and (b) any and all uses of the Licensed Product to treat melanoma with [***] mutations for [***] indication will be, collectively, a single and distinct Indication.

1.61 “**Indirect Taxes**” has the meaning set forth in Section 3.12.2.

1.62 **“Initiation”** means, with respect to a Clinical Trial, the first dosing in the first subject in such Clinical Trial. **“Initiated”** shall have a corresponding meaning

1.63 **“Inventions”** has the meaning set forth in Section 4.1.

1.64 **“Insolvency Event”** means:

- (a) Erasca ceases to function as a going concern by suspending or discontinuing its business;
- (b) Erasca is the subject of voluntary or involuntary bankruptcy proceedings instituted on behalf of or against Erasca (except for involuntary bankruptcy proceedings that are dismissed within 90 days);
- (c) an administrative receiver, receiver and manager, interim receiver, custodian, sequestrator, or similar officer is appointed for Erasca; or
- (d) Erasca makes any general assignment for the benefit of all of its creditors.

1.65 **“Issuance Price”** shall mean \$6.50 per share.

1.66 **“Joint Inventions”** has the meaning set forth in Section 4.3.1.

1.67 **“Know-How”** means proprietary or confidential technical information, know-how and data, including inventions (whether patentable or not), discoveries, trade secrets, specifications, instructions, processes, formulae, materials, expertise and other technology applicable or related to the Licensed Compounds and/or Licensed Product or to its or their manufacture, Regulatory Approval, Development, or Commercialization, or methods of assaying, using or testing the Licensed Compounds or Licensed Products, compositions incorporating or comprising the Licensed Compound or Licensed Products, formulation of any Licensed Product, and including all biological, chemical, pharmacological, biochemical, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing, preclinical and clinical data, polymorphs, biomarkers, formulations, patient selection methods, dosages, methods of use, instructions, processes, formulae, expertise and information, regulatory filings and copies thereof. For the avoidance of doubt, Know-How will not include any proprietary or confidential technical information, know-how or data, including inventions, discoveries, trade secrets, specifications, instructions, processes, formulae, materials, expertise or other technology that are related to Novartis Proprietary Compounds and that are not related to Licensed Compounds and/or Licensed Products.

1.68 **“Law”** means applicable laws, statutes, rules, regulations, and other pronouncements having the effect of law of any Governmental Authority that may be in effect from time to time, including disclosure obligations required by any stock exchange or securities commission having authority over a Party and any applicable rules, regulations, guidances, or other

requirements of any Regulatory Authority that may be in effect from time to time, including cGMP, GCP, and GLP.

1.69 “**Licensed Compound**” means Novartis’ compound known as naporafenib (LXH254), having the chemical structure set forth on Exhibit B, and any pharmacologically and/or therapeutically active derivatives or forms thereof, including polymorphs, salts, esters, free acid forms, free base forms, prodrug forms, solvates, and isotopically enriched or depleted forms thereof.

1.70 “**Licensed Know-How**” means the Know-How Controlled by Novartis relating to the Licensed Compound, including Know-How relating to the combination of the Licensed Compound with Other Active Ingredients to the extent such Know-How is reasonably necessary or useful for the Development and Commercialization of the Licensed Compound and Licensed Products, but, for the avoidance of doubt, not including information solely concerning such Other Active Ingredients (e.g., CMC solely relating to Other Active Ingredients or Novartis Proprietary Compounds) or information concerning such Other Active Ingredients other than in combination with the Licensed Compound. An index of the Licensed Know-How to be delivered to Erasca is set forth on Exhibit C. [***].

1.71 “**Licensed Patents**” means the Category A Licensed Patents and the Category B Licensed Patents.

1.72 “**Licensed Product**” means any product comprising or containing the Licensed Compound, in all presentations, formulations and dosages.

1.73 “**Licensed Technology**” means the Licensed Patents and the Licensed Know-How.

1.74 “**Major European Countries**” means France, Germany, Italy, Spain, and the United Kingdom.

1.75 “**Marketing Approval**” means all Regulatory Approvals granted by a Regulatory Authority or other regulatory agency in a country or region, necessary for the manufacture, use, storage, import, marketing, distribution and sale of a Licensed Product in such country or region.

1.76 “**Materials**” means the items and materials identified on Exhibit E.

1.77 “**Meeting Hours**” means meeting duration hours spent by Novartis employees in direct interaction with Erasca in face-to-face meetings or teleconferences to answer questions related to transferred data and information pursuant to Section 5.4, [***] Section 5.4.

1.78 “**MNPI**” has the meaning set forth in Section 5.3.

1.79 “**Net Sales**” means the net sales recorded by Erasca or any of its Affiliates or Sublicensees (the “**Selling Parties**”) for any Licensed Product sold to Third Parties other than Sublicensees as determined in accordance with the Selling Party’s Accounting Standards as

consistently applied. The deductions booked on an accrual basis by the Selling Parties under its Accounting Standards to calculate the recorded net sales from gross sales include the following:

[***]

With respect to the calculation of Net Sales: (1) Net Sales only include the value charged or invoiced on the first arm's length sale to a Third Party; (2) Net Sales between or among the Selling Parties shall be disregarded for purposes of calculating Net Sales; (3) if a Licensed Product is delivered to the Third Party before being invoiced (or is not invoiced), Net Sales will be calculated at the time the revenue recognition criteria under the relevant Accounting Standards are met; and (4) in the event that the Licensed Product is sold in a Combination Product (defined below), the Net Sales will be calculated by multiplying the Net Sales of the Combination Product by the fraction, $A/(A+B)$ where A is the weighted (by sales volume) average Net Sale price in the relevant country of the Licensed Product containing the Licensed Compound as the sole active ingredient in finished form, and B is the weighted average Net Sale price (by sales volume) in that country of the product(s) containing the other component(s) as the sole active ingredient(s) in finished form. Regarding prices comprised in the weighted average Net Sale price when sold separately referred to above, if these are available for different dosages from the dosages of Licensed Compound and other active ingredient components that are included in the Combination Product, then Erasca (or its Affiliate or Sublicensee, as applicable) shall be entitled to make a proportional adjustment to such prices in calculating the Net Sales of the Combination Product. If the weighted average Net Sale price cannot be determined for the Licensed Product or other product(s) containing the single Licensed Compound or component(s), the calculation of Net Sales for Combination Products will be agreed by the Parties based on the relative value contributed by each component (each Party's agreement not to be unreasonably withheld or delayed). For the purpose of this definition, a "**Combination Product**" means a Combination Therapy in which Licensed Product is sold in a finished, fixed dose form containing the Licensed Compound in combination with one or more Other Active Ingredients.

1.80 "Novartis" has the meaning set forth in the Preamble.

1.81 "Novartis Disclosure Schedules" has the meaning set forth in Section 6.1

1.82 "Novartis Indemnified Parties" has the meaning set forth in Section 7.1.

1.83 "Novartis Proprietary Compounds" means compounds, other than the Licensed Compound, that are (as of the Effective Date) or become (after the Effective Date) Controlled by Novartis, including, for clarity, such compounds even if used in Combination Therapies.

1.84 "Novartis Responsible Patents" has the meaning set forth in Section 4.8.

1.85 "Novartis Sole Inventions" has the meaning set forth in Section 4.2.

1.86 "Ongoing Clinical Trial Inventions" has the meaning set forth in Section 4.3.1.

1.87 **“Ongoing Clinical Trial Patents”** means any Patent Rights that include claims to Ongoing Clinical Trial Inventions.

1.88 **“Ongoing Clinical Trials”** means the clinical trials being conducted as of the Effective Date pursuant to the clinical protocols identified as such on Part 2 of Exhibit E.

1.89 **“Other Active Ingredient”** means a clinically active material(s) that provides pharmacological activity in a pharmaceutical product (excluding, for the avoidance of doubt, formulation components such as coatings, stabilizers, excipients or solvents, adjuvants or controlled release technologies) other than a Licensed Compound.

1.90 **“Other Inventions”** has the meaning set forth in Section 4.1.

1.91 **“Other Inventions Patents”** means any Patent Rights that include claims to Other Inventions.

1.92 **“Party”** has the meaning set forth in the Preamble.

1.93 **“Patent Rights”** means the rights and interests in and to U.S. and foreign (a) patents, including, without limitation, certificates of invention, registrations, reissues, extensions, substitutions, confirmations, renewals, re-registrations, re-examinations, revalidations, patents of additions or like filing thereof; and (b) patent applications, including, without limitation, provisional, converted provisional, non-provisional, continued prosecution application, continuation, divisional or continuation-in-part thereof, any patents issuing therefrom, and any substitution, extension, registration, confirmation, reissue, re-examination, renewal or like filing thereof.

1.94 **“Person”** means any corporation, limited or general partnership, limited liability company, joint venture, trust, unincorporated association, governmental body, authority, bureau or agency, any other entity or body, or an individual.

1.95 **“Personal Data”** shall mean any information relating to an identified or identifiable natural person (**“Data Subject”**); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

1.96 **“Pharmacovigilance Agreements”** has the meaning set forth in Section 5.4.

1.97 **“Pre-Launch Level”** has the meaning set forth in Section 3.6.

1.98 **“Process”, “Processed” or “Processing”** shall mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use,

disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

1.99 **“Receiving Party”** has the meaning set forth in Section 8.1.1.

1.100 **“Regulatory Approval”** means approval of a Drug Approval Application by the FDA, or approval of a Drug Approval Application or a comparable document filed with an equivalent health regulatory authority in any other country or in the European Union (using the centralized procedure, decentralized procedure, or mutual recognition or member state national authorization), including, where applicable, pricing or reimbursement approval if required in order to Exploit the Licensed Product in the relevant jurisdiction.

1.101 **“Regulatory Authority”** means any Governmental Authority or other authority responsible for granting Regulatory Approval or Marketing Approval for a Licensed Product, including the FDA, EMA, and any corresponding national or regional regulatory authorities.

1.102 **“Regulatory Exclusivity”** means, with respect to a Licensed Product, any exclusive marketing rights or data exclusivity rights conferred by an applicable Regulatory Authority with respect to such Licensed Product (including any such rights that would satisfy the requirements of Sections 505(b)(1) or 505(b)(2) of the FDCA or its non-U.S. equivalents) other than a Patent Right.

1.103 **“Regulatory Filing”** means any and all submissions, non-administrative correspondence, notifications, registrations, licenses, authorizations, including marketing authorization, applications and other filings with any Governmental Authority with respect to the research, clinical investigation, development, manufacture, distribution, pricing, reimbursement, marketing or sale of a compound or product, including all CTAs, INDs, and amendments thereto, investigator brochures, New Drug Applications (NDAs) or Marketing Authorization Applications (MAAs), correspondence with regulatory agencies, periodic safety update reports, Adverse Event/Serious Adverse Event files, complaint files, inspection reports and manufacturing records, in each case together with all supporting documents (including documents that include clinical data).

1.104 **“Regulatory Milestone Events”** has the meaning set forth in Section 3.3.

1.105 **“Regulatory Milestone Payments”** has the meaning set forth in Section 3.3.

1.106 **“Relevant Novartis Associates”** means the employees or agents of Novartis and its Affiliates having responsibility for the relevant matter in the ordinary conduct of their activities.

1.107 **“Responsible Person”** shall mean the person defined in Articles 5, 10, 14 and 15 of the Medicinal Products Licensing Ordinance of Switzerland.

1.108 **“Right of Reference”** means with regard to a Party, a grant of rights (including to or through another Person) that allows the applicable Regulatory Authority in a country to have

access to relevant information (by cross-reference, incorporation by reference or otherwise) contained in Regulatory Filings (and any data contained therein) filed with such Regulatory Authority by or on behalf of the other Party (or its Affiliate) with respect to a compound Controlled by the other Party.

1.109 “**Royalty Payment**” has the meaning set forth in Section 3.8.1.

1.110 “**Royalty Report**” has the meaning set forth in Section 3.8.

1.111 “**Royalty Term**” has the meaning set forth in Section 3.7.

1.112 “**Security Incident Affecting Personal Data**” means any actual or reasonably suspected breach of security leading to the accidental, unlawful or unauthorized loss, destruction, alteration, access, use, disclosure of, damage or corruption to Personal Data Processed under this Agreement.

1.113 “**Selling Party**” has the meaning set forth in the definition of “Net Sales.”

1.114 “**Sole Inventions**” has the meaning set forth in Section 4.2.

1.115 “**Standard Contractual Clauses**” means the standard contractual clauses in the format set forth in Exhibit I hereto.

1.116 “**Sublicensee(s)**” means any Person other than an Affiliate of Erasca to whom Erasca has granted a sublicense under Licensed Technology.

1.117 “**Term**” has the meaning set forth in Section 9.1.

1.118 “**Territory**” means the entire world.

1.119 “**Third Party**” means a Person other than (a) Novartis or any of its Affiliates, and (b) Erasca or any of its Affiliates.

1.120 “**Transaction Documents**” has the meaning set forth in Section 10.1.

1.121 “**United States**” or “**U.S.**” means the United States of America and its territories and possessions (including the District of Columbia and Puerto Rico).

1.122 “**Valid Claim**” means a claim of any issued and unexpired patent, or any patent application within the Licensed Patents that has not been pending for more than [***] from its earliest priority date, which has not been (a) revoked or held invalid or unenforceable by a final decision of a court or governmental agency of competent jurisdiction (and which decision can no longer be appealed or was not appealed within the time allowed), or (b) held to be invalid or unenforceable through reissue, re-examination or disclaimer or otherwise.

ARTICLE 2.
LICENSE GRANT

Section 2.1 License Grant. Subject to the terms and conditions of this Agreement, Novartis hereby grants to Erasca:

- a) an exclusive (even as to Novartis), royalty-bearing, sublicensable (but only in accordance with Section 2.2), license under the Licensed Technology to Exploit the Licensed Compound and Licensed Products in the Field in the Territory; and
- b) a non-exclusive, royalty-free, sublicensable (but only in accordance with Section 2.2), license under the Blocking Patents to Exploit the Licensed Compound and Licensed Products in the Field in the Territory.

[***]. For clarity, (a) Novartis has not granted Erasca, its Affiliates, or their Sublicensees a license under the Licensed Technology or Blocking Patents to make, use, sell, or offer to sell any Novartis Proprietary Compound, including any Novartis Proprietary Compound that may be included in a Combination Therapy; and (b) Novartis' grant of rights to Licensed Technology associated with Novartis Proprietary Compounds only allows Erasca, its Affiliates, and their Sublicensees to label a Licensed Product for therapeutic use in combination with the relevant Novartis Proprietary Compound as concomitant or sequential treatments and promote such use, and this license does not grant Erasca, its Affiliates, or their Sublicensees the right to make, use, sell, or offer to sell any Novartis Proprietary Compound or pharmaceutical product containing any Novartis Proprietary Compound, or to use any Novartis trademark, except to the extent required by applicable Law or to be disclosed to any Governmental Authority. Any promotional materials for any Novartis Proprietary Compound (e.g., as a concomitant or sequential treatment with the Licensed Compound and/or Licensed Products) will be subject to Novartis' consent and approval, which will not be unreasonably withheld, delayed or conditioned. Except to the extent required by applicable Law or to be disclosed to any Governmental Authority, any other use of a Novartis trademark will be subject to the negotiation and execution of a separate trademark license or similar agreement, on mutually acceptable terms, prior to such trademark use.

Section 2.2 Sublicenses.

2.2.1 Erasca and its Affiliates shall be entitled to grant one or more sublicenses of the rights granted to it under Section 2.1, in full or in part (with the right to sublicense through multiple tiers), to Third Parties by a written agreement, *provided, however*, that any such sublicense shall be consistent with and subject to the terms and conditions of this Agreement, and Erasca will continue to be responsible for full performance of Erasca's obligations under this Agreement and will be responsible for all actions of such Sublicensee as if such Sublicensee were Erasca hereunder. Erasca shall, within [***] after entering into any such sublicense, provide Novartis with a copy of the sublicense agreement, which may be redacted to omit terms and conditions not applicable to Erasca's obligations under this Agreement

Section 2.3 Retained Rights.

2.3.1 Novartis, its Affiliates, and its and their agents and licensees will retain the right under (and grant sublicenses to) the Licensed Technology (a) to Exploit any compounds or products other than the Licensed Compound and Licensed Products (including any Novartis Proprietary Compounds), including to label any Novartis Proprietary Compounds for therapeutic use as concomitant or sequential treatments in combination with the Licensed Compound and Licensed Products, and to promote such use; and (b) to practice the Licensed Technology, in each case, solely for non-clinical research purposes in connection with basic scientific research and the non-clinical research, use and manufacture of any other compounds, and for no other purpose.

2.3.2 Novartis, its Affiliates, and its and their agents and licensees will also retain the right under the Licensed Technology solely to the extent necessary to complete any obligations under the Active MTAs, to complete the Ongoing Clinical Trials and (except to the extent such obligation is assumed by Erasca) to fulfill any obligations arising from post-trial access, compassionate use, named patient, or similar programs arising in connection with the Ongoing Clinical Trials of the Licensed Product.

2.3.3 Notwithstanding the exclusive license granted to Erasca pursuant to Section 2.1(a), Novartis retains the right to practice under the Licensed Patents, the Licensed Know-How, Novartis's interests in the Joint Inventions, all Regulatory Approvals and any other regulatory documentation solely to the extent necessary to perform (and to sublicense Third Parties to perform as permitted hereunder) its obligations under this Agreement.

Section 2.4 No Implied Rights. Except for the rights expressly granted under this Agreement, nothing in this Agreement shall be construed as granting by implication, estoppel, or otherwise, any right, title or interest in, to or under any Patent Rights or Know-How Controlled by a Party.

ARTICLE 3. PAYMENTS

Section 3.1 Upfront Cash Payment. In partial consideration of the rights granted herein to Erasca, Erasca shall pay to Novartis a one-time, non-refundable, non-creditable payment of Twenty Million Dollars (\$20,000,000) within [***] following the Effective Date.

Section 3.2 Upfront Equity Issuance. In accordance with the terms of a separate Stock Issuance Agreement (the "**Issuance Agreement**"), attached hereto as Exhibit H, entered into by Erasca and Novartis as of the Effective Date, Erasca will issue to Novartis a number of shares of Erasca's common stock representing an aggregate issuance price of Eighty Million Dollars (\$80,000,000) determined at a per share price equal to the Issuance Price.

Section 3.3 Regulatory Milestone Payments. In partial consideration of the rights granted herein to Erasca, Erasca shall pay to Novartis milestone payments ("**Regulatory Milestone**

Payments) following the first occurrence of the milestone events set forth in the table below (the “**Regulatory Milestone Events**”). Erasca shall report to Novartis the first occurrence of an applicable Regulatory Milestone Event [***] after its achievement, and will pay such Regulatory Milestone Payment in accordance with Section 3.8.2. For clarity, (a) each Regulatory Milestone Payment is payable only once, and (b) no Regulatory Milestone Payment shall be payable for subsequent or repeated achievements of such Regulatory Milestone Event with respect to a Licensed Product. The Regulatory Milestone Events and Regulatory Milestone Payments shall be as follows:

Milestone No.	Regulatory Milestone Event	Regulatory Milestone Payment
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

Section 3.4 Commercial Milestone Payments. In partial consideration of the rights granted herein to Erasca, Erasca shall pay to Novartis milestone payments (“**Commercial Milestone Payments**”) following the first occurrence of certain milestone events as set forth in the table below (the “**Commercial Milestone Events**”). Erasca shall report to Novartis the achievement of the applicable Commercial Milestone Payment together with the applicable Royalty Report for the relevant Calendar Year as provided in Section 3.8, below. For clarity, (y) each Commercial Milestone Payment is payable only once, and (z) no Commercial Milestone Payment shall be payable for subsequent or repeated achievements of such Commercial Milestone Event with respect to Licensed Products. The Commercial Milestone Events and Commercial Milestone Payments shall be as follows:

Commercial Milestone Event	Commercial Milestone Payment	
[***]	[***]	
[***]	[***]	
[***]	[***]	
[***]	[***]	

Section 3.5 Royalties. During the Royalty Term, Erasca shall pay to Novartis a royalty of [***] of annual Net Sales of Licensed Products, on a Licensed Product-by-Licensed Product and country-by-country basis.

Section 3.6 Royalty Reductions.

3.6.1 Third Party Intellectual Property. During the applicable Royalty Term, on a Licensed Product-by-Licensed Product and country-by-country basis during the applicable Royalty Term, Erasca will be entitled to deduct against Royalty Payments otherwise payable to Novartis hereunder a maximum of [***] of royalty payments by Erasca, its Affiliates or Sublicensees in relation to payments made to Third Parties in exchange for a license to Patent Rights that are necessary to Exploit a Licensed Product. In no event shall any deduction result in a reduction of the royalties otherwise payable to Novartis pursuant to Section 3.5 by more than [***] of the royalties otherwise payable to Novartis thereunder with respect to a given Licensed Product in a given Calendar Year on Net Sales in a given country.

3.6.2 Generic Competition. If, on a country-by-country and Licensed Product-by-Licensed Product basis, a Generic Product is launched in a given country and the quarterly volume of units sold of such Licensed Product in such country are reduced by at least [***] relative to the annual volume of units sold of such Licensed Product in the Calendar Year immediately prior to the launch of such Generic Product (the “**Pre-Launch Level**”), the royalty rate set forth above will be reduced by [***] for such Licensed Product in such country.

Section 3.7 Royalty Term. Erasca's obligation to pay royalties with respect to a Licensed Product in a particular country shall commence upon the First Commercial Sale of such Licensed Product in such country and shall expire on a country-by-country basis on the latest of: (a) the date on which the Exploitation of such Licensed Product is no longer Covered by a Valid Claim of a Licensed Patent in such country, (b) the date on which there is no longer any Regulatory Exclusivity for such Licensed Product in such country, and (c) the date that is ten (10) years after the First Commercial Sale of such Licensed Product in such country (the "**Royalty Term**").

Section 3.8 Royalty Reporting and Payment. Beginning upon the First Commercial Sale of the first Licensed Product and continuing until the expiration of the last to expire Royalty Term, Erasca shall, [***], prepare and deliver to Novartis royalty reports of the sale of Licensed Product(s) by the Selling Parties for the applicable Calendar Year or Calendar Quarter (each such report, a "**Royalty Report**"). Notwithstanding the foregoing, if Erasca ceases to be a reporting company under the Securities Exchange Act of 1934, it shall deliver prepare and deliver to Novartis the Royalty Report within sixty (60) days after the Calendar Quarter during which the applicable Net Sales were made.

3.8.1 **Royalty Reports.** Each Royalty Report will provide the (a) Net Sales for each Licensed Product in the Field in the Territory on a Licensed Product-by-Licensed Product and a country-by-country basis in United States Dollars and the applicable local currency during the reporting period; (b) units sold; (c) aggregate of permitted reductions to or deductions from gross sales for a Licensed Product in the Field in the Territory on a Licensed Product-by-Licensed-Product and a country-by-country basis in United States Dollars and the applicable local currency during the reporting period; (d) the royalties payable (the "**Royalty Payments**") for a Licensed Product in the Field in the Territory on a Licensed Product-by-Licensed Product and a country-by-country basis in United States Dollars and the applicable local currency during the reporting period; (e) date of First Commercial Sale for each Licensed Product in each country; and (f) the applicable Commercial Milestone Payment, if due based on Section 3.4. For the avoidance of doubt such written report shall also show details on the aforementioned (a) to (c) items: (i) for all of the Selling Parties and for each Licensed Product. With respect to quarterly reports, each Royalty Report will also include both last Calendar Quarter and year to date data (for example, up to the last month of the last Calendar Quarter).

3.8.2 **Payments and Payment Methods.** Unless otherwise agreed by the Parties, all payments due from Erasca to Novartis under this Agreement shall be paid in Dollars by wire transfer or electronic funds transfer of immediately available funds to such account as may be specified to Erasca by Novartis in writing from time to time following the Effective Date. With respect to all payments under this Agreement other than the upfront payment contemplated by Section 3.1, Novartis shall issue to Erasca an invoice substantially in the form provided in Exhibit J and Erasca will pay undisputed invoices to Novartis within [***] after receipt of such invoice. If Erasca disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute, and in such event Erasca shall use notify Novartis of the amount and nature of the dispute within [***] of its receipt of the invoice. In the event of resolution of any portion of a disputed invoice, Erasca shall pay the resolved amount within the earlier of (x) [***] after such

resolution and (y) the payment date therefor provided in accordance with the preceding provisions of this Section 3.8.2.

Section 3.9 Currency Conversion. In the case of sales outside the United States, payments received by Erasca will be expressed in the U.S. Dollar equivalent calculated in the currency of the country of sale and converted to their U.S. Dollar equivalent using the average rate of exchange over the applicable Calendar Year to which the sales relate, in accordance with GAAP and the then current standard methods of Erasca or the applicable Sublicensee, to the extent consistently applied; provided, however, that if, at such time, Erasca or such Sublicensee does not use a rate for converting into U.S. Dollar equivalents that is maintained in accordance with GAAP, then Erasca or such Sublicensee shall use a rate of exchange which corresponds to the rate of exchange for such currency reported in The Wall Street Journal, Internet U.S. Edition at www.wsj.com, as of the last day of the applicable reporting period (or, if unavailable on such date, the first date thereafter on which such rate is available).

Section 3.10 Late Payments. If Erasca, its Affiliates, or their Sublicensees fail to pay any payment under this Agreement by the date when such payment is due, then, without limiting any other right or remedy of Novartis, such late payment shall be paid together with interest thereon at [***]rate [***] of [***] (*provided*, that, such rate shall not exceed the rate permissible under applicable Law).

Section 3.11 Records and Audits. Erasca and its Affiliates shall keep (and shall cause their Sublicensees to keep) complete, true and accurate books and records in accordance with its Accounting Standards in relation to this Agreement, including, in relation to Net Sales, Commercial Sales Milestone and royalties. Erasca and its Affiliates will keep such books and records for at least [***] following the Calendar Year to which they pertain. Novartis may, upon written request, cause an internationally-recognized independent accounting firm (the “**Auditor**”), which is reasonably acceptable to Erasca, to inspect the relevant records, reports, statements and books of accounts, as applicable of Erasca and its Affiliates to verify the Net Sales, royalties, Commercial Sales Milestone owed to Novartis. Before beginning its audit, the Auditor shall execute an undertaking acceptable to its Erasca and its Affiliates by which the Auditor agrees to keep confidential all information reviewed during the audit. The Auditor shall have the right to disclose to Novartis only its conclusions regarding the accuracy of payments made under this Agreement. Erasca and its Affiliates shall make their records available for inspection by the Auditor during regular business hours at such place or places where such records are customarily kept, upon receipt of reasonable advance notice from Novartis. Such inspection right shall not be exercised more than once in any Calendar Year and not more frequently than once with respect to records covering any specific period of time. Novartis shall only be entitled to audit the books and records from the [***] prior to the Calendar Year in which the audit request is made. Novartis will hold in strict confidence all information received from the Auditor, except to the extent necessary to enforce its rights under this Agreement or to the extent required to comply with any law, regulation or judicial order. The Auditor shall provide its audit report and in addition to the report its basis for any determination, to Erasca and its Affiliates, as applicable, at the time the report is provided to Novartis before it is considered final. Erasca and its Affiliates, as applicable,

shall have the right to request a further determination by such Auditor as to matters which are disputed within [***] following receipt of such report. Erasca and its Affiliates, will provide the Auditor with a reasonably detailed statement of the grounds upon which it disputes any findings in the audit report and the Auditor shall undertake to complete such further determination within [***] after the dispute notice is provided, which determination shall be limited to the disputed matters. Any matter that remains unresolved shall be resolved in accordance with the dispute resolution procedures contained in Section 10.5. In the event that the final result of the inspection reveals an undisputed underpayment or overpayment by Erasca and its Affiliates the underpaid or overpaid amount shall be settled promptly. Novartis shall pay for such inspections, as well as its expenses associated with enforcing its rights with respect to any payments hereunder. In addition, if an undisputed underpayment of more than [***] of the total payments due for the applicable audit period is discovered, the fees and expenses charged by the Auditor shall be paid by Erasca.

Section 3.12 Taxes.

3.12.1 Withholding. In the event payments to be made to Novartis are subject to withholding tax under applicable Laws, including extra-territorial taxation, or if it is unclear whether the requirements of applicable Laws, including extra-territorial taxation, are met, Erasca shall be authorized to deduct the withholding tax from the payment and pay the withholding tax to the relevant tax authority, so that only the correspondingly reduced amount of the payment (*i.e.*, the full amount payable less withholding tax) is paid out to Novartis. Erasca shall deliver to Novartis proof of the withholding tax payment. Novartis and Erasca shall make all reasonable efforts to obtain relief or reduction of withholding tax under the applicable tax treaties, including but not limited to the submission or issuance of requisite forms and information. If a special procedure is required for treaty relief by law, a treaty relief based on a tax treaty will only be taken into account if Novartis submits an exemption certificate to Erasca in accordance with legal requirements at the time of the payment to Novartis. If no withholding tax deduction has been made on the payment to Novartis under this Agreement, but tax authorities subsequently take the position that a withholding tax deduction should have been made, including extra-territorial taxation, Novartis shall provide all reasonable support to Erasca to obtain relief or reduction of withholding under the applicable Laws and tax treaties, including but not limited to the submission or issuance of requisite forms and information and the Parties will bear such liability (reimburse one another as necessary) in a manner consistent with that which would have resulted had the tax been originally withheld.

3.12.2 Indirect Tax. All amounts mentioned in this agreement are exclusive of any value added, goods and services, sales, use, excise, consumption, and other similar Indirect Taxes (“**Indirect Taxes**”). Invoices shall be issued in full compliance with the Indirect Tax laws and regulations applicable. If any Indirect Taxes are due based on local law, Indirect Taxes shall be added to the amounts mentioned in this agreement and the net amount plus the applicable Indirect Taxes shall be invoiced. In addition, the Parties shall cooperate in accordance with applicable Laws to minimize indirect taxes Indirect Taxes incurred in connection with this Agreement.

ARTICLE 4.
PATENT PROSECUTION, MAINTENANCE AND INFRINGEMENT

Section 4.1 Inventorship and Ownership of Intellectual Property. All determinations of inventorship of inventions and discoveries, and ownership of intellectual property rights therein, that are created, conceived of or reduced to practice in the performance of a Party's rights or obligations under this Agreement (e.g., in the case of Novartis, in the performance of technology transfer associated with the Licensed Compound or in connection with the Ongoing Clinical Trial) (collectively, "**Inventions**") will be determined in accordance with U.S. patent law and as if all relevant activity took place in the United States. Inventions created, conceived of, or reduced to practice in the Ongoing Clinical Trial are referred to as "**Ongoing Clinical Trial Inventions**". Any other Inventions are referred to as "**Other Inventions**". If Erasca identifies Ongoing Clinical Trial Inventions or Other Inventions for which it desires to obtain Patent Rights, Erasca shall inform Novartis of such Ongoing Clinical Trial Inventions or Other Inventions and Erasca's desire to obtain Patent Rights. The Parties shall cooperate in preparing and filing a patent application directed to such Ongoing Clinical Trial Inventions or Other Inventions and when filed such patent application shall be deemed a Licensed Patent. Any new Ongoing Clinical Trial Patents will be Category B Licensed Patents and will be automatically added to Exhibit D – Part 2, unless otherwise agreed in writing by the Parties.

Section 4.2 Sole Inventions. Novartis shall solely own all Patent Rights claiming Inventions that are solely invented, created, or conceived by Novartis or its Affiliates ("**Novartis Sole Inventions**"). Patent Rights claiming Novartis Sole Inventions that claim Other Inventions shall constitute Category A Licensed Patents and shall be, and hereby are, included in the license to Erasca pursuant to Section 2.1, subject to the terms and conditions of this Agreement. Patent Rights claiming Novartis Sole Inventions that claim Ongoing Clinical Trial Inventions shall constitute Category B Licensed Patents and shall be, and hereby are, include in the license to Erasca pursuant to Section 2.1, subject to the terms and conditions of this Agreement. Erasca shall solely own all Inventions that are solely invented, created or conceived by Erasca, its Affiliates or Sublicensees ("**Erasca Sole Inventions**"). Novartis Sole Inventions and Erasca Sole Inventions are referred to, as the context admits, as "**Sole Inventions**".

Section 4.3 Joint Inventions.

4.3.1 Generally. Patent Rights claiming Inventions created, conceived, or reduced to practice by one (1) or more employees, officers, directors, contractors, or agents of Erasca, its Affiliates or Sublicensees and one (1) or more employees, officers, directors, contractors, or agents of Novartis or its Affiliates are referred to as "**Joint Inventions**" and will be jointly owned by the Parties. Patent Rights claiming Joint Inventions that consist of Other Inventions shall constitute Category A Licensed Patents and Novartis' rights to such Joint Inventions shall be, and hereby are, included in the license to Erasca pursuant to Section 2.1, subject to the terms and conditions of this Agreement. Patent Rights claiming Joint Inventions that consist of Ongoing Clinical Trial Inventions shall constitute Category B Licensed Patents and Novartis' rights to such Joint

Inventions shall be, and hereby are, included in the license to Erasca pursuant to Section 2.1, subject to the terms and conditions of this Agreement.

4.3.2 Joint Ownership Implications. Subject to the licenses granted in Section 2.1, each Party has the right to practice, license, sublicense, assign, transfer and otherwise exploit such Party's interest in the Joint Inventions for any and all purposes on a worldwide basis without restriction, and without the consent of and without a duty of accounting to the other Party. For those countries where a specific license is required for a joint owner of a Joint Inventions to practice such Joint Inventions in such countries, each Party hereby grants to the other Party a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under the granting Party's right, title and interest in and to all Joint Inventions to practice such Joint Inventions.

4.3.3 Notice of Joint Inventions. Each Party will promptly, but in no event later than [***] from invention, creation or conception of a Joint Invention, inform the other Party of such Joint Invention. Information provided with respect to such Joint Inventions will be in reasonable detail but in any event shall be sufficient to permit an understanding of the nature of such Joint Inventions by a practitioner reasonably skilled in the relevant technical or scientific area. Each Party will grant and hereby does grant all permissions, consents and waivers with respect to, and all licenses under, such Party's interest in the Joint Inventions, throughout the world, necessary to provide the other Party with the foregoing rights.

Section 4.4 New Patents Covering Know-How. In the event that Erasca identifies Licensed Know-How for which it desires to obtain Patent Rights, Erasca shall inform Novartis of such Licensed Know-How and desire to obtain Patent Rights and the Parties shall cooperate in preparing and filing a patent application directed to such Licensed Know-How and when filed such patent application shall be deemed a Licensed Patent. Any new patent applications filed with claims that Cover Licensed Know-How will be Category A Licensed Patents and will be automatically added to Exhibit D – Part 1, unless otherwise agreed in writing by the Parties.

Section 4.5 Prosecution and Maintenance of Erasca Responsible Patents. Erasca shall have the first right to file, prosecute and maintain all Category A Licensed Patents and all Patent Rights claiming Erasca Sole Inventions (collectively "**Erasca Responsible Patents**") (including, without limitation, deciding on any litigation strategy including without limitation selecting Erasca Responsible Patents for enforcement and/or jurisdictions for enforcement of such Patent Rights), at Erasca's sole expense. Novartis shall reasonably cooperate with Erasca's requests for data, affidavits, and other information and assistance to support prosecution, maintenance and defense of the Erasca Responsible Patents. Erasca shall keep Novartis reasonably informed, in person or by telephone or email, regarding the status of such prosecution, maintenance, and defense activities of Category A Licensed Patents, and Erasca shall promptly upon receipt forward to Novartis copies of any significant office actions, communications, and correspondence relating to the Category A Licensed Patents. Novartis shall have the right to comment on and to discuss prosecution, maintenance and defense activities with Erasca, and Erasca shall consider the same in good faith. Novartis will fully cooperate with Erasca in connection with the filing, prosecution, maintenance,

and management, including in relation to the Unified Patent Court and Unitary Patent in Europe, of the Erasca Responsible Patents, including by providing access to relevant persons and executing all documentation reasonably requested by Erasca within the timeframe reasonably requested by Erasca.

Section 4.6 Novartis Step-In Right. Notwithstanding the foregoing, if Erasca declines to prosecute or maintain any family of the Category A Licensed Patents in any country or group of countries, elects to allow any family of Category A Licensed Patents to lapse in any country or group of countries, elects to abandon any family of Category A Licensed Patents in any country or group of countries or declines to file or prosecute continued prosecution applications, continuation applications, divisional, or continuation-in-part applications or the like in any family of Category A Licensed Patents in any country or group of countries (each, an “**Abandoned Category A Patent Right**”), then:

4.6.1 Erasca shall provide Novartis with reasonable notice of such decision so as to permit Novartis to decide whether to file, prosecute, or maintain such Abandoned Category A Patent Rights and to take any necessary action (which notice shall, in any event, be given no later than [***] prior to the next deadline for any action that may be taken with respect to such Abandoned Category A Patent Right with the U.S. Patent & Trademark Office or any foreign patent office),

4.6.2 Novartis, at Novartis’ expense, may assume control of the filing, prosecution, or maintenance of such Abandoned Category A Patent Rights,

4.6.3 Novartis shall have the right to transfer the responsibility for such filing, prosecution and maintenance of such Abandoned Category A Patent Rights to patent counsel (outside or internal) selected by Novartis,

4.6.4 Erasca shall assist and cooperate with Novartis’ reasonable requests to support prosecution and maintenance of such Abandoned Category A Patent Rights, and

4.6.5 In the event a patent issues with respect to any such Abandoned Category A Patent Rights, Novartis shall provide reasonable notice to Erasca thereof and such Abandoned Category A Patent Right shall be excluded from the license granted by Novartis to Erasca under Section 2.1.

Section 4.7 Enforcement of Category A Licensed Patents.

4.7.1 Erasca Enforcement. Each Party will notify the other promptly in writing when any infringement of a Erasca Responsible Patent by a Third Party is uncovered or reasonably suspected. As between the Parties, Erasca shall have the first right, but not the obligation, to enforce the Erasca Responsible Patents against any infringement or alleged infringement thereof, and shall at all times keep Novartis informed as to the status thereof. Erasca may, at its own expense, institute suit against any such infringer or alleged infringer and control and defend and settle such suit in a manner consistent with the terms and provisions hereof and recover any

damages, awards, or settlements resulting therefrom, subject to Section 4.11. Novartis shall reasonably cooperate in any such litigation upon Erasca's request (including joining or being named a necessary party thereto), at Erasca's expense. Erasca shall not enter into any settlement of any claim described in this Section 4.7.1 that results in any liability on the part of Novartis, requires an admission of liability, wrongdoing or fault on the part of Novartis, admits to the invalidity, non-infringement, narrowing of scope, or unenforceability of any Category A Licensed Patent or otherwise materially impairs Novartis' rights under this Agreement, without Novartis' prior written consent, in each case, such consent not to be unreasonably withheld, delayed or conditioned.

4.7.2 Novartis Enforcement. If Erasca elects not to enforce any Category A Licensed Patents, then it shall so notify Novartis in writing within [***] of receiving notice (or such shorter period as may be necessary to prevent exhaustion of a statute of limitations (or laches) applicable to such infringement, or to accommodate a legally imposed deadline under the Hatch-Waxman Act or the equivalent thereof), and Novartis may, at its own expense, take steps to enforce any such patent and control, settle, and defend such suit in a manner consistent with the terms and provisions hereof, and recover any damages, awards, or settlements resulting therefrom, subject to 4.7.3; provided that prior to taking such steps to enforce such patent, Novartis shall in good-faith consider the interests of Erasca with respect to the decision to enforce such patent. Erasca shall reasonably cooperate in any such litigation upon Novartis' request (including joining or being named a necessary party thereto), at Novartis' expense. Novartis shall not enter into any settlement of any claim described in this Section 4.7.2 that results in any liability on the part of Erasca, requires an admission of liability, wrongdoing, or fault on the part of Erasca, admits to the invalidity, non-infringement, narrowing of scope, or unenforceability of any Category A Licensed Patents or otherwise materially Erasca's rights under this Agreement without Erasca's prior written consent, such consent not to be unreasonably withheld, delayed, or conditioned.

4.7.3 Cooperation with Respect to Enforcement. Irrespective of which Party controls an action pursuant to this Section 4.7, the Parties will discuss in good faith the enforcing Party's choice of counsel with respect to such enforcement action and the enforcing Party will consider in good faith the comments of the other Party with respect to strategic decisions and their implementation with respect to such action. In furtherance of the foregoing, the Party initiating or defending any such enforcement action shall keep the other Party reasonably informed of the progress of any such enforcement action, and such other Party shall have the individual right to join the suit and participate with counsel of its own choice at its own expense.

4.7.4 Patent Term Extensions and Filings for Regulatory Exclusivity Periods. Erasca will in its sole discretion determine whether to seek patent term extension or supplementary protection certificates or their equivalent for the Erasca Responsible Patents, in the jurisdictions where such protections are available. Erasca will keep Novartis informed regarding their plans and timelines in seeking such protections with respect to Category A Licensed Patents. Erasca shall have sole responsibility and authority regarding which Erasca Responsible Patents to list on any patent listings required for any Regulatory Exclusivity for Erasca Responsible Patents or any

patent term extensions or supplementary protection certificates or their equivalent for the Erasca Responsible Patents.

Section 4.8 Prosecution and Maintenance of Novartis Responsible Patents.

4.8.1 Novartis shall have the first right to file, prosecute, and maintain all those Category B Licensed Patents and all Blocking Patents (collectively, “**Novartis Responsible Patents**”) (including, without limitation, deciding on any litigation strategy including without limitation selecting Novartis Responsible Patents for enforcement and/or jurisdictions for enforcement of such Novartis Responsible Patents). The costs of prosecution and maintenance of the Category B Licensed Patents will borne [***]. The costs of prosecution and maintenance of the Blocking Patents will be borne solely by Novartis. Erasca shall reasonably cooperate with Novartis’s requests for data, affidavits, and other information and assistance to support prosecution, maintenance and defense of the Novartis Responsible Patents. Novartis shall keep Erasca reasonably informed, in person or by telephone or email, regarding the status of such prosecution, maintenance and defense activities of Category B Licensed Patents, and Novartis shall promptly upon receipt forward to Erasca copies of any significant office actions, communications, and correspondence relating to the Category B Licensed Patents. Erasca shall have the right to comment on and to discuss prosecution, maintenance and defense activities associated with Category B Licensed Patents with Novartis, and Novartis shall consider the same in good faith. Erasca will fully cooperate with Novartis in connection with the filing, prosecution, maintenance and management, including in relation to the Unified Patent Court and Unitary Patent in Europe, of the Novartis Responsible Patents, including by providing access to relevant persons and executing all documentation reasonably requested by Novartis within the timeframe reasonably requested by Novartis.

4.8.2 Erasca shall notify Novartis as to its decision not to continue to pay the expenses of prosecution and maintenance of any Category B Licensed Patent in any country in which it was filed. Erasca will provide such notices at least [***] prior to any filing or payment due date, or any other due date that requires action, in connection with such Category B Licensed Patent. Thereafter, Novartis may, upon written notice to Erasca, and at Novartis’ sole cost, control the filing for, prosecution, and maintenance of such Category B Licensed Patent thereafter and Erasca shall no longer have any rights or licenses to such Category B Licensed Patent hereunder.

Section 4.9 Erasca Step-In Right. Notwithstanding the foregoing, on a country-by-country basis, if Novartis declines to prosecute, or maintain any family of Category B Licensed Patents in any country or group of countries, elects to allow any family of Category B Licensed Patents to lapse in any country or group of countries, elects to abandon any family of Category B Licensed Patents in any country or group of countries, or declines to file or prosecute continued prosecution applications, continuation applications, divisional or continuation-in-part applications or the like in any family of Category B Licensed Patents in any country or group of countries (each, an “**Abandoned Category B Patent Right**”), then:

4.9.1 Novartis shall provide Erasca with reasonable notice of such decision so as to permit Erasca to decide whether to file, prosecute, or maintain such Abandoned Category B Patent Right and to take any necessary action (which notice shall, in any event, be given no later than [***] prior to the next deadline for any action that may be taken with respect to such Abandoned Category B Patent Right with the U.S. Patent & Trademark Office or any foreign patent office),

4.9.2 Erasca, at Erasca's expense, may assume ownership and control of the filing, prosecution or maintenance of such Abandoned Category B Patent Right, and Novartis hereby assigns its entire right, title and interest in and to such Abandoned Category B Patent Right to Erasca,

4.9.3 Novartis shall assist and cooperate with Erasca's reasonable requests to support prosecution and maintenance of such Abandoned Category B Patent Right, and

4.9.4 In the event a patent issues with respect to any such Abandoned Category B Patent Right, Novartis shall have no rights whatsoever with respect to such Patent Rights.

Section 4.10 Enforcement of Category B Licensed Patents.

4.10.1 Novartis Enforcement. Each Party will notify the other promptly in writing when any infringement of a Category B Licensed Patent by a Third Party is uncovered or reasonably suspected. As between the Parties, Novartis shall have the first right, but not the obligation, to enforce the Category B Licensed Patents against any infringement or alleged infringement thereof, and shall at all times keep Erasca informed as to the status thereof. Novartis may, at its own expense, institute suit against any such infringer or alleged infringer and control and defend and settle such suit in a manner consistent with the terms and provisions hereof and recover any damages, awards or settlements resulting therefrom, subject to Section 4.11. Erasca shall reasonably cooperate in any such litigation upon Novartis' request (including joining or being named a necessary party thereto), at Novartis' expense. Novartis shall not enter into any settlement of any claim described in this Section 4.10.1 that results in any liability on the part of Erasca, requires an admission of liability, wrongdoing or fault on the part of Erasca, admits to the invalidity, non-infringement, narrowing of scope, or unenforceability of any Category B Licensed Patents or otherwise materially impairs Erasca's rights under this Agreement, without Erasca's prior written consent, in each case, such consent not to be unreasonably withheld, delayed or conditioned.

4.10.2 Novartis Enforcement. If Novartis elects not to enforce any Category B Licensed Patents against any infringement or alleged infringement thereof, then it shall so notify Erasca in writing within [***] of receiving notice (or such shorter period as may be necessary to prevent exhaustion of a statute of limitations (or laches) applicable to such infringement, or to accommodate a legally imposed deadline under the Hatch-Waxman Act or the equivalent thereof), and Erasca may, at its own expense, take steps to enforce any such patent and control, settle, and defend such suit in a manner consistent with the terms and provisions hereof, and recover any damages, awards or settlements resulting therefrom, subject to Section 4.11; provided that prior to

taking such steps to enforce such patent, Erasca shall in good-faith consider the interests of Novartis with respect to the decision to enforce such patent. Novartis shall reasonably cooperate in any such litigation upon Erasca's request (including joining or being named a necessary party thereto), at Erasca's expense. Erasca shall not enter into any settlement of any claim described in this Section 4.10.2 that results in any liability on the part of Novartis, requires an admission of liability, wrongdoing or fault on the part of Novartis, admits to the invalidity, non-infringement, narrowing of scope, or unenforceability of any Category B Licensed Patents or otherwise materially impairs Novartis' rights under this Agreement without Novartis' prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. Erasca may, at its sole election, elect to abandon its rights of prosecution and maintenance of the Category B Licensed Patents pursuant to this Section 4.10.2 on a country-by-country and patent-by-patent basis.

4.10.3 Cooperation with Respect to Enforcement. Irrespective of which Party controls an action pursuant to this Section 4.10, the Parties will discuss in good faith the enforcing Party's choice of counsel with respect to such enforcement action and the enforcing Party will consider in good faith the comments of the other Party with respect to strategic decisions and their implementation with respect to such action. In furtherance of the foregoing, the Party initiating or defending any such enforcement action shall keep the other Party reasonably informed of the progress of any such enforcement action, and such other Party shall have the individual right to join the suit and participate with counsel of its own choice at its own expense.

4.10.4 Patent Term Extensions and Filings for Regulatory Exclusivity Periods. Novartis will in its sole discretion determine whether to seek patent term extension or supplementary protection certificates or their equivalent for the Novartis Responsible Patents, in the jurisdictions where such protections are available. Novartis will keep Erasca informed regarding their plans and timelines in seeking such protections with respect to Category B Licensed Patents. Novartis shall have sole responsibility and authority regarding which Novartis Responsible Patents to list on any patent listings required for any Regulatory Exclusivity for Novartis Responsible Patents or any patent term extension or supplementary protection certificates or their equivalent for the Novartis Responsible Patents.

Section 4.11 Recovery. Except as otherwise provided, the costs and expenses of the Party bringing suit under Section 4.7 or Section 4.10 shall be borne by such Party, and any damages, settlements or other monetary awards recovered shall be shared as follows: (a) the amount of such recovery actually received by the Party controlling such action shall first be applied to the out-of-pocket costs of each Party in connection with such action; and then (b) the remainder of the recovery shall be allocated as follows:

- 4.11.1 If Erasca is the Enforcing Party in relation to Category A Licensed Patents, [***];
- 4.11.2 If Novartis is the Enforcing Party in relation to Category A Licensed Patents, [***];
- 4.11.3 If Novartis is the Enforcing Party in relation to Category B Licensed Patents, [***]; and

4.11.4 If Erasca is the Enforcing Party in relation to Category B Licensed Patents, [***].

Section 4.12 Defense of Third Party Claims. If either (a) any Licensed Product Exploited by or under authority of Erasca becomes the subject of a Third Party's claim or assertion of infringement of a patent relating to the Exploitation of such Licensed Product in the Field in the Territory, or (b) a declaratory judgment action is brought naming either Party as a defendant and alleging non-infringement, invalidity or unenforceability of any of the Licensed Patents, the Party first having notice of the claim or assertion shall promptly notify the other Party, and the Parties shall promptly confer to consider the claim or assertion and the appropriate course of action. Subject to Article 7, unless the Parties otherwise agree in writing, each Party shall have the right to defend itself against a suit that names it as a defendant (the "**Defending Party**"). If Novartis is named in such legal action but not Erasca, then Erasca shall have the right to join, at its own expense, any such legal action and to be represented in such action by its own counsel. Neither Party shall enter into any settlement of any claim described in this Section 4.12 that admits to the non-infringement, invalidity, narrowing of scope or unenforceability of the Licensed Patents or this Agreement, incurs any liability on the part of the other Party, or requires an admission of liability, wrongdoing or fault on the part of the other Party, without such other Party's prior written consent, in each case, such consent not to be unreasonably withheld, conditioned or delayed. In any event, the other Party shall reasonably assist the Defending Party and cooperate in any such litigation at the Defending Party's request and the Defending Party shall reimburse the other Party's reasonable out-of-pocket costs associated therewith.

Section 4.13 Patent Marking. Erasca will mark, and will cause all other Selling Parties to mark, the Licensed Product(s) with all Licensed Patents in accordance with applicable Law, which marking obligation will continue for as long as (and only for as long as) required under applicable Law.

ARTICLE 5. TECHNOLOGY TRANSFER, DEVELOPMENT AND COMMERCIALIZATION

Section 5.1 Responsibilities. Following the Effective Date and during the Term, Erasca shall be responsible for the Exploitation of all Licensed Products in the Field in the Territory. As between the Parties, Erasca shall be solely responsible for all expenses incurred in connection with the foregoing. Erasca shall conduct all Exploitation of all Licensed Products in accordance with applicable Law. Erasca and Novartis will cooperate on providing any post-trial access, compassionate use, named patient, or similar programs arising for patients who had been enrolled in the Ongoing Clinical Trials following completion thereof, and a proposal for post-trial access is included in Part 2 of Exhibit E.

Section 5.2 Diligence Obligations. Erasca will itself, or through its Affiliates or Sublicensees, use Commercially Reasonable Efforts to Develop and Commercialize at least one Licensed Product in the following markets: [***].

Section 5.3 Erasca Reporting Obligations. Within [***] after the date on which Erasca files its annual or quarterly report on Form 10-K after each Calendar Year, Erasca shall provide Novartis with a written report summarizing: (i) its, and its Affiliates' and Sublicensees' Development, manufacture and Commercialization activities for the Licensed Products, and (ii) its plans for the Development, manufacture and Commercialization of the Licensed Products in the next year; provided that such report shall not contain any material non-public information relating to the Company ("MNPI"). Notwithstanding the foregoing, if Erasca ceases to be a reporting company under the Securities Exchange Act of 1934, it shall deliver prepare and deliver to Novartis such written report within [***] after the end of each Calendar Year without any regard to MNPI.

Section 5.4 Transfer of Licensed Know-How. Novartis shall transfer to Erasca, on the timetable set forth in Part 1 of Exhibit E, a copy (in electronic format if it is available in electronic format or a hard copy if it is not available in electronic format) of all Licensed Know-How in the possession or Control of Novartis as of the Effective Date after the use of Commercially Reasonable Efforts to investigate Novartis' and its Affiliates' records (it being understood that Novartis will have the right to exclude or redact any information relating to Novartis Proprietary Compounds), including all IND-enabling reports, copies of all Regulatory Filings, pre-clinical reports (including toxicology, CMC, and pharmacology) relating to the Licensed Compound and/or Licensed Products, all investigator brochures, and Clinical Trial protocols; provided, however, that for the avoidance of doubt, no sponsorship of INDs or CTAs related to the Licensed Compound will be transferred in connection with this Agreement. Novartis shall provide Erasca with [***] written notice prior to closing any IND or CTA related to the Licensed Compound that is active as of the Effective Date.

5.4.1 The timing and nature of transfer of pharmacovigilance data from the safety database shall be agreed upon separately by the Parties.

5.4.2 The Parties acknowledge that the transfer by Novartis of such Know-How that exists in electronic format will consist of the transfer of data residing in Novartis' databases, and will not include any database architecture, and that the foregoing will not require any experimental work to be performed by Novartis for the purpose of technology transfer.

5.4.3 [***]. Upon the reasonable request of Erasca, Novartis will use Commercially Reasonable Efforts to investigate Novartis' and its Affiliates' records for any requested laboratory notebooks and/or raw data and, to the extent identified by Novartis following such investigation, transfer (at Erasca's sole cost and expense, including reimbursement of external costs and Novartis' internal personnel at a rate of [***] such laboratory notebooks and/or raw data (or copies thereof) to Erasca (it being understood that Novartis will have the right to exclude or redact any information relating to Novartis Proprietary Compounds). To the extent that any laboratory notebooks or raw data are transferred by Novartis, such notebooks and raw data may be used by Erasca for reformatting and internal analysis, and in no event will be submitted as part of any Regulatory Filing, unless approved in writing by Novartis, such approval not to be unreasonably delayed, conditioned, or withheld.

5.4.4 Except as set forth in Section 5.13(c), to the extent a Regulatory Authority requires additional data for purposes of regulatory review to support Regulatory Approval of Licensed Products, Novartis agrees to cooperate in good faith to provide such requested data to the extent Controlled by Novartis, at [***]sole cost and expense (including reimbursement of external costs and Novartis' internal personnel at a rate of [***]).

5.4.5 With respect to the Ongoing Clinical Trials, Novartis shall provide to Erasca final clinical study reports in respect of the Ongoing Clinical Trials on the estimated timelines set forth in Part 1 of Exhibit E. Novartis shall also provide to Erasca all data from investigational brochure updates and primary clinical study reports, and any other reports and summaries, from the Ongoing Clinical Trials promptly after it is generated by or on behalf of, and/or made available to, Novartis.

5.4.6 Know-How in the form of tangible biospecimens, if any, will be transferred subject to applicable informed consent forms.

5.4.7 In the event that information solely concerning Novartis Proprietary Compounds or concerning Novartis Proprietary Compounds other than in combinations with the Licensed Compound or Licensed Products is inadvertently transferred to Erasca, (a) Erasca will notify Novartis of its receipt of such information, (b) Erasca will maintain such information as Novartis Confidential Information (as set forth in Article 8) and will not use such Confidential Information for any purpose, and (c) at Erasca will, at Novartis' election, return such information or delete such information from its records, and Erasca's Alliance Manager will provide written confirmation of such deletion.

Section 5.5Pharmacovigilance. Erasca and Novartis shall cooperate with regard to the reporting and handling of safety information involving or relating to the Licensed Compound to the extent required by applicable Laws. In time to ensure that all regulatory requirements are met, and to the extent required by applicable Laws or any Regulatory Authority, Erasca will enter into one or more written agreement with Novartis and its Affiliates containing customary terms that will govern the exchange of adverse event and other safety information reporting obligations relating to the Licensed Compounds and Licensed Products (the "**Pharmacovigilance Agreement(s)**"), to ensure that adverse events and other safety information is exchanged and reported to the relevant Regulatory Authorities in compliance with the applicable Laws and requirements of Regulatory Authorities. [***].

Section 5.6Know-How Transfer Assistance.

5.6.1 Each Party will appoint an alliance manager ("**Alliance Manager**") who shall be responsible for the day-to-day interactions between the companies and who shall be the primary point of contact between the Parties with respect to Know-How transfer assistance. Each Party may appoint alternate or substitute Alliance Managers by written notice to the other Party.

5.6.2 [***] following the substantial completion of the transfer of Licensed Know-How pursuant to Section 5.4 [***], Novartis shall use Commercially Reasonable Efforts to answer

questions and provide clarifications related to the Know-How transferred to Erasca pursuant to Section 5.4, upon Erasca's reasonable request and at no additional cost to Erasca. Such no-cost assistance shall be limited to interpretation or content of the Licensed Know-How that is transferred to Erasca, and in no event will Novartis be obligated to provide further strategic guidance, analysis, or other consulting services relating to Erasca's efforts to Develop and Commercialize the Licensed Compounds and/or Licensed Products at no cost to Erasca. The Parties' Alliance Managers will agree on the format, timing, and scope of the relevant Know-How transfer assistance; provided, that not more [***] of assistance will be provided pursuant to this Section 5.6.2.

5.6.3 With respect to any additional reasonable and material assistance (e.g., individual hours by Novartis personnel participating either in substantive meetings or teleconferences or associated, directly related preparatory work) that is requested by Erasca in excess of the [***], (i) the relevant activities must be agreed upon by the Parties in a written task order describing the scope of the agreed upon activities; and (ii) Novartis will charge Erasca at the rate of [***] for such services.

5.6.4 To the extent that the services described in Section 5.6.2 and Section 5.6.3 require Novartis to engage a Third Party service provider to perform, the costs of such activities will be agreed upon by the Parties and paid exclusively by Erasca.

5.6.5 For clarity, except as set forth herein and as otherwise reasonably agreed to by the Parties, all assistance pursuant to this Section 5.6 will be provided remotely (e.g., through e-mail, telephone or video conferences) or through Erasca personnel visit to Novartis sites and shall not require travel by Novartis personnel.

5.6.6 The Licensed Know-How will include, for each step in the manufacture of the Licensed Compound, the items and materials necessary to be transferred to Erasca or its designee to manufacture the Licensed Compound in the manner practiced by or on behalf of Novartis as of the Effective Date. For clarity, information concerning the manufacture of Novartis Proprietary Compound will not be transferred.

Section 5.7 Disclaimer of Warranties. Erasca acknowledges that all of the Know-How transferred to Erasca pursuant to Section 5.4 and any assistance provided pursuant to Section 5.6 is provided "as is" and without representation or warranty of any kind, except as expressly provided in Section 6.1 and Section 6.2. Novartis hereby expressly disclaims any implied warranties of merchantability or fitness for a particular purpose with respect to such Know-How and assistance. Except as provided in Section 5.10 and with respect to data and information arising from the Ongoing Clinical Trials, Novartis will have no obligation to update, revise, amend, or modify any of the Know-How or assistance provided to Erasca pursuant to this Section 5.7 or otherwise in this Agreement, including with respect to documents that are deemed "draft" or "incomplete" as of the Effective Date. Except as expressly provided in Section 5.1, in no event will Novartis be required to conduct additional experiments or research in connection with its activities as described in Section 5.6.

Section 5.8 Transfer of Material. Upon Erasca's written request, [***], Novartis will with reasonable promptness [***] make available for pick-up (FCA, Incoterms 2020) all Materials identified on Exhibit E, in the form as currently exists, from Novartis' facilities where Material is currently stored, at no additional cost to Erasca. Notwithstanding the foregoing, upon Erasca's written request, such request to be provided [***], Novartis will with reasonable promptness (but no later than [***] after Novartis receives Erasca's written request) make available for pick-up (FCA, Incoterms 2020) all Materials identified as "Priority Inventory" on Exhibit E, in the form as currently exists, from Novartis' facilities where Material is currently stored, at no additional cost to Erasca. The pick-up of each shipment of Material must be completed by Erasca [***] after Novartis provides written notice to Erasca that any such Material is available for pick-up. Any such Material not picked up by the end of that [***] may be disposed of by Novartis, in Novartis' sole discretion. Following the transfer of the Materials, Erasca shall be the sole and exclusive owner of all right, title and interest in and to such Materials.

5.8.1 Description of Material. Material is divided into three categories: (a) reference samples, (b) previously released GMP clinical batches (including drug substance, bulk and unlabeled primary packed drug product, and clinical bulk product), and (c) stability samples and other items on Exhibit E. Novartis represents and warrants that, as of the release date, clinical study (i.e., drug substance and bulk product) Material (and not the reference samples and other items) was manufactured in accordance with Laws (including GMP) and meets applicable specifications. Novartis shall provide or arrange to be provided to Erasca documentation signed by an authorized representative of Novartis, certifying that such clinical study Material was manufactured in accordance with its specifications and all Law, including GMP, and that such Material meets applicable specifications. No such representation or warranty is given with respect to any changes to Law following the respective release date of such clinical study Material. Except as provided in this Section 5.8.1, any Material transferred to Erasca pursuant to this Agreement is provided "as is" and "where is", and without representation or warranty of any kind, and Novartis hereby expressly disclaims any and all other warranties with respect to such Material, including any implied warranties of merchantability and fitness for a particular purpose.

5.8.2 Documentation and Transfer Process for Material. In connection with the transfer of the Material as described in this Section 5.8, the following shall apply:

- (a) Novartis will share with Erasca all material safety data sheets and customs value information in Novartis' possession or Control (that is readily located after reasonable inquiry, and has not previously been provided to Erasca), including without limitation Licensed Compound-specific information, as is reasonably necessary to permit Erasca to pick up the Material;
- (b) Erasca will be solely responsible for any re-testing associated with the Material prior to use;
- (c) with respect to the released clinical study Material, Novartis will provide or have provided to Erasca the certificate of analysis associated with its release and, where relevant,

the certificate of compliance and a statement signed by a Responsible Person certifying that the batch of Licensed Product has been manufactured, including packaging and quality control, as appropriate, in full compliance with the Swiss cGMP requirements and with the specifications;

(d) unless Novartis otherwise agrees in writing, each shipment of a category of Material (e.g., reference samples, previously released GMP clinical batches (including drug substance, bulk and unlabeled primary packed drug product, and clinical bulk product), and stability samples and other items on Exhibit E) to be delivered to Erasca or a vendor engaged by Erasca will be picked up in not more than two installments per category at each location where such Materials are stored unless otherwise agreed by the Parties; and

(e) the Material made available by Novartis will only be used according to any applicable specifications, especially release specifications, and in accordance with Laws and after delivery to Erasca thereof Novartis will have no further obligation to replace lost or damaged Material or to provide additional services with respect to such Material.

Section 5.9Reservation for Novartis Obligations. Erasca acknowledges that Novartis will retain a portion of its supply of the Licensed Compounds as may be reasonably deemed necessary by Novartis for it to complete the Ongoing Clinical Trials and as may be necessary to fulfill any obligations arising from post-trial access, compassionate use, named patient, or similar programs arising in connection with the Licensed Compounds for patients who had been enrolled in the Ongoing Clinical Trial following completion thereof.

Section 5.10Subsequently Identified Materials and Know-How. If at any time after the Effective Date, Novartis becomes aware (including as a result of written notice from Erasca) and confirms that any Know-How (including Materials) owned or Controlled by Novartis as of the Effective Date and used by Novartis in, and necessary for, the Development and/or Commercialization of the Licensed Compound or Licensed Products as existing as of the Effective Date were not included in the Know-How and Materials transferred to Erasca, then Novartis shall promptly notify Erasca of such determination. Novartis shall promptly take such actions as may be reasonably necessary to deliver such Know-How (including Materials), as applicable, to Erasca, in a manner consistent with the assignment and delivery terms of this Agreement.

Section 5.11Third Party Vendors and Service Providers. The Parties acknowledge that Novartis and its Affiliates will not transfer or assign any agreements that it or they may have with vendors or service providers (e.g., contract research organizations, contract manufacturers, contract clinical trial sites, consultants, etc.), in connection with the license set forth in this Agreement. However, to the extent that Erasca intends to engage one or more of such vendors and service providers in connection with its own efforts to Develop or Commercialize the Licensed Compound or Licensed Products, at Erasca's written request, Novartis will issue a letter of authorization, within [***] after written request by Erasca, to enable Erasca to request access to or copies of any information and data related to the Licensed Compound or Licensed Products held

by Novartis' vendors or service providers, at Erasca's sole cost and expense and pursuant to separate agreements to be negotiated and executed between Erasca and such vendors or service providers.

Section 5.12 Clinical Trial Collaboration and Supply Agreement. Within [***], the Parties shall negotiate in good faith and enter into a clinical trial collaboration and supply agreement, Novartis' form of which (subject to revision, negotiation and final approval by the Parties) is attached as Exhibit L, that will govern the terms and conditions of the manufacture and supply of trametinib by Novartis to Erasca and its Affiliates for use in Clinical Trials to evaluate a Combination Therapy using the Licensed Compound and trametinib, including applicable Rights of Reference (the "CTCSA"). Pursuant to the terms of the CTCSA, once executed and, prior to execution, pursuant to this Section 5.12, Novartis shall manufacture and supply (or ensure the manufacture and supply of) to-be-agreed-upon quantities of trametinib as reasonably necessary for Erasca's clinical Development of a Licensed Product.

Section 5.13 Right of Reference.

5.13.1 Novartis hereby grants to Erasca and its Affiliates (including the right to sublicense to the (sub)licensees and subcontractors of the Licensed Compound) a Right of Reference to Novartis' Regulatory Filings for trametinib (including the appropriate INDs and CTAs/CTNs) for the sole purpose of enabling Erasca, its Affiliates, (sub)licensees and subcontractors to apply for and maintain any and all Marketing Approvals, required to Develop and obtain Regulatory Approval for the Licensed Compound.

(a) This Right of Reference is only granted to the extent reasonably needed to conduct a clinical study or studies under this Agreement or the CTCSA or to the extent reasonably needed to enable a Party to exercise its rights or perform its obligations hereunder (i.e., to file marketing authorization applications (e.g., NDAs or MAAs) for the combination of naporafenib and trametinib as concomitant or sequential treatments, to reference to naporafenib- and/or trametinib- relevant information as required to support such filings, and to label the Licensed Compound in accordance with applicable Law).

(b) For the avoidance of doubt, nothing herein shall be construed to include within this Right of Reference any right to Erasca to market and/or sell any Novartis Proprietary Compound other than as required by Law for labeling and promotion of the Licensed Compound as a concomitant or sequential treatment with such Novartis Proprietary Compound. For example, no Right of Reference is hereby granted or granted in the CTCSA that would enable Erasca to manufacture trametinib or to sell such manufactured trametinib.

(c) Novartis shall promptly provide to Erasca or its nominee and FDA or other Regulatory Authorities all letters of authorization required to enable such Right of Reference.

(d) Novartis will have no obligation under this Agreement to file any CMC information relating to trametinib with Regulatory Authorities, even if a CTA/CTN is not available in any given country.

(e) In the event of any conflict between the terms of this Agreement relating directly to the Right of Reference granted by Novartis to Erasca and the CTCSA, the terms of the CTCSA shall prevail and govern.

Section 5.14 Data Privacy.

5.14.1 Warranties; Fair and Lawful Processing.

(i) Erasca and Novartis shall each comply with their respective obligations under all applicable Data Protection Laws in connection with the conduct of activities under this Agreement and each acts as a Data Controller with respect to the Processing of Personal Data they each undertake pursuant to this Agreement.

(ii) Each Party represents and warrants that it has provided an appropriate data privacy notice and, if legally required, obtained appropriate consent from the Data Subjects whose Personal Data under this Agreement is being shared with the other Party, that such notice (and consent if appropriate) is in accordance with applicable Data Protection Laws, and allows for the desired use and disclosure of such Personal Data under this Agreement. If (a) a Party learns that it has provided Personal Data under this Agreement that may not be shared pursuant to a consent or notice, (b) a Data Subject withdraws such consent, or (c) a Party reasonably believes that Data Protection Laws require that any notice be sent to any Data Subject by the other Party in connection with the collection, Processing, use or disclosure of Personal Data under or pursuant to this Agreement, then in each case (a) – (c), such Party shall promptly notify the other Party and the Parties shall discuss in good faith whether any such notice or consent is required to enable either Party to comply with its obligations under Data Protection Laws, in which case the disclosing Party shall be responsible for preparing and providing (or procuring the provision of) such notice to Data Subjects.

(iii) In relation to the Processing each Party undertakes under this Agreement, the Parties shall apply appropriate technical and organizational security measures reflective of current good industry practice and technological development to protect Personal Data Processed under this Agreement against accidental or unlawful destruction or loss, alteration (including corruption), unauthorized disclosure, use or access, and against all other unlawful forms of Processing.

5.14.2 Data Subjects' Rights.

(i) The Parties agree that the responsibility for complying with Data Subjects Requests falls to the Party receiving the Data Subject Request in respect of the Personal Data held and under the responsibility of that Party as Data Controller.

(ii) The Parties agree to cooperate and provide reasonable assistance as is necessary to each other to enable them to comply with applicable Data Protection Laws, comply with Data Subject Requests, and respond to any other queries or complaints from Data Subjects or supervisory authorities in connection with Personal Data Processed pursuant to this Agreement.

(iii) Transfers. In respect of Personal Data to which European Data Protection Laws applies, prior to any transfer of such data outside the European Economic Area or United Kingdom, the Parties will execute and each Party will comply with its respective obligations set out in the Standard Contractual Clauses in the format set forth in Exhibit I, together with any applicable addendum necessary for transfers out of the United Kingdom, if applicable, (which Standard Contractual Clauses and addendum, upon execution, shall be incorporated into and form part of this Agreement), provided that (A) such Standard Contractual Clauses and addendum are still a valid means of transfer and (B) the Parties have assessed the risk of the transfers under such Standard Contractual Clauses and addendum taking into account the data in question, the destination countries and intended Processes as acceptable having conducted a risk assessment.

5.14.3 Security Incident Affecting Personal Data.

(i) In the event a Party suffers a Security Incident Affecting Personal Data, such Party shall comply with Data Protection Laws, including, if applicable, with any obligations to notify data protection supervisory authorities, Data Subjects or other regulatory bodies as required by applicable Law.

(ii) To the extent that a Party suffers a Security Incident Affecting Personal Data that (1) has an impact on the activities conducted under the Agreement or (2) relates to Personal Data Processed in connection with this Agreement which has been shared with such Party, such Party suffering the Security Incident Affecting Personal Data shall notify the other Party about such Security Incident Affecting Personal Data without undue delay and, in any event, no longer than [***] from discovery of any confirmed or suspected Security Incident Affecting Personal Data. Each Party shall provide reasonable assistance to the other Party to enable the other Party to comply with its obligations under applicable Data Protection Laws, which may include providing such reasonable information, on the other Party's reasonable request, as is required to enable such other Party to meet any obligations (including timelines) to report or inform Data Subjects of the Security Incident Affecting Personal Data under the applicable Data Protection Laws. Additionally, each Party shall use Commercially Reasonable Efforts to promptly and thoroughly investigate all incidents of unauthorized access to, use, or disclosure of Personal Data.

5.14.4 Cooperation.

(i) Each Party shall provide the other Party with such assistance as may be reasonably requested by the other Party in responding to requests from Data Subjects or supervisory authorities, conducting data protection impact assessments, the provision of information relating to Personal Data Processed in connection with this Agreement, including providing copies of any relevant template fair Processing notices or consent forms provided to Data Subjects, and contacting clinical trial sites, investigators or other subcontractors of the relevant disclosing Party to the extent required to enable the requesting Party to comply with its obligations under Data Protection Laws in relation to the Processing of Personal Data in connection with this Agreement.

5.14.5 Modifications.

(i) Each Party agrees to promptly negotiate and agree in good faith regarding any modifications or supplements to this Agreement, which may include entering into one or more additional data Processing agreement(s), data transfer agreement(s) or joint controller agreement(s), upon the other Party's request, to the extent required for the Parties to collect, Process and disclose Personal Data in connection with the Agreement in compliance with applicable Data Protection Law, including:

(A) to address changes to or the legal interpretation of Data Protection Laws;

(B) to comply with the Data Protection Laws, any national legislation implementing it and any guidance on the interpretation of their respective provisions;

(C) if the safeguards, mechanisms or findings of adequacy relied upon in relation to the transfer of Personal Data outside the European Economic Area or the United Kingdom are invalidated or amended,

(D) if changes to the membership status of a country in the European Union or the European Economic Area require such modification;

(E) if a Party Processes Personal Data on behalf of the other; or

(F) if the Parties jointly determine the purposes and means of Processing or are otherwise considered to be joint controllers under Data Protection Law with respect to such Personal Data.

ARTICLE 6.
REPRESENTATIONS AND WARRANTIES

Section 6.1 Mutual Representations and Warranties. Novartis represents and warrants to Erasca, subject to the exceptions disclosed in the disclosure schedules provided by Novartis to Erasca concurrently with the execution of this Agreement (the “**Novartis Disclosure Schedule**”) and Erasca represents and warrants to Novartis, subject to the exceptions disclosed in the disclosure schedules provided by Erasca to Novartis concurrently with the execution of this Agreement (the “**Erasca Disclosure Schedule**”) as of the Effective Date that:

6.1.1 it is duly organized, validly existing and in good standing under the Law of the jurisdiction of its incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

6.1.2 it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the individual executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action;

6.1.3 it shall comply with all applicable Law (including applicable Law relating to data protection and privacy) and Anti-Corruption Laws in connection with the performance of its rights, duties and obligations under this Agreement;

6.1.4 this Agreement is legally binding upon it and enforceable in accordance with its terms except as enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally and by general equitable principles and public policy constraints (including those pertaining to limitations and/or exclusions of liability, competition laws, penalties and jurisdictional issues including conflicts of laws);

6.1.5 The execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party (including its organizational documents) or by which it may be bound, nor violate any applicable Law;

6.1.6 all consents, approvals and authorizations from all governmental authorities or other Third Parties required to be obtained by such Party in connection with this Agreement have been obtained; and

6.1.7 neither such Party nor, to the actual knowledge of such Party, any employee, agent or subcontractor of such Party involved or to be involved in the Development or manufacture of the Licensed Compound or the Licensed Products has been debarred under Subsection (a) or (b) of Section 306 of the Federal Food, Drug and Cosmetic Act (21 USC §§ 335a).

Section 6.2 Additional Erasca Representations and Warranties. Erasca represents and warrants to Novartis, subject to the exceptions disclosed in the Erasca Disclosure Schedule, as of the Effective Date, and, as applicable, covenants:

6.2.1 no Person who is known by Erasca (a) to have been debarred under Subsection (a) or (b) of Section 306 of said Act, or (b) to be on any of the FDA clinical investigator enforcement lists will be employed by or on behalf of Erasca or its Affiliates or otherwise participate in the performance of any activities hereunder;

6.2.2 Erasca will maintain, general liability insurance with limits not less than those reasonably suited to address claims that could reasonably arise from the Development and Commercialization of pharmaceutical products (and in any event with combined limits of not less than [***] for bodily injury, including death, and property damage). At Novartis' written request, Erasca will provide Novartis with evidence of Erasca's insurance.

6.2.3 Erasca will conduct its Development, manufacturing, and Commercialization activities relating to the Licensed Compound and/or Licensed Products in accordance with Law (including data privacy laws, current international regulatory standards, including, as applicable, GMP, GLP, GCP, and other rules, regulations and requirements), and will require any collaborators and Sublicensees to comply with such Laws;

6.2.4 it has established and maintains reasonable internal policies and controls, including codes of conduct and ethics and reasonable reporting requirements, intended to ensure compliance with Anti-Corruption Laws and other applicable Law, to the extent applicable to it under the laws of the jurisdiction of its incorporation, including healthcare compliance, privacy laws and data protection laws; and

6.2.5 [***].

Section 6.3 Erasca will perform its obligations under this Agreement in compliance with the Novartis Third Party Code, a copy of which is attached as Exhibit K to this Agreement.

Section 6.4 Additional Novartis Representations and Warranties. Novartis represents, warrants and covenants to Erasca, subject to the exceptions disclosed in the Novartis Disclosure Schedule, as of the Effective Date:

6.4.1 To the knowledge of the Relevant Novartis Associates, Novartis Controls the Licensed Know-How set forth on Exhibit C and the Patent Rights listed on Exhibit D;

6.4.2 To the knowledge of the Relevant Novartis Associates, the Know-How identified on Exhibit C comprises the Know-How that would be necessary or useful for the continued Development of the Licensed Compound;

6.4.3 Novartis has the right to grant all rights and licenses it purports to grant to Erasca in this Agreement;

6.4.4 To the knowledge of the Relevant Novartis Associates, there is no Know-How that is not Controlled by Novartis or its Affiliates that is necessary for, and has been used or generated by or on behalf of Novartis or its Affiliates in, the research, Development, manufacture or

Commercialization of Licensed Compound and Licensed Products (other than Novartis Proprietary Compounds) prior to the Effective Date;

6.4.5 To the knowledge of the Relevant Novartis Associates, the Patent Rights listed on Exhibit D are the only Patent Rights Controlled by Novartis that are necessary for the research, Development or Commercialization of the Licensed Compound;

6.4.6 The Patent Rights listed on Exhibit D are not, to the knowledge of the Relevant Novartis Associates, subject to any liens or encumbrances, and Novartis has not granted to any Third Party any rights or licenses under the Licensed Technology that would conflict with the licenses granted to Erasca hereunder, except for the Active MTAs and any encumbrances or licenses disclosed to Erasca that would not interfere with Erasca's rights under this Agreement;

6.4.7 To the knowledge of the Relevant Novartis Associates, no patent application or registration within the Licensed Patents is the subject of any pending interference, opposition, ex partes, or inter partes proceeding, abandonment, cancellation, patent protest pursuant to 37 C.F.R. §1.291 or any other proceeding challenging the validity, patentability, ownership or inventorship of the Licensed Patents unless otherwise noted on Exhibit D.

6.4.8 To the knowledge of the Relevant Novartis Associates, the Patent Rights covered by Exhibit D have been filed and maintained properly and correctly, all applicable fees have been paid on or before the expiration of the applicable grace period for such payment.

6.4.9 Novartis is not, to the knowledge of the Relevant Novartis Associates, aware of any claim or litigation that has been brought or threatened in writing by any Third Party alleging that the Licensed Patents are invalid or unenforceable or that the manufacture, use, sale, offer for sale or importation of the Licensed Compound or the Licensed Products in the Field infringes or misappropriates or would infringe or misappropriate any right of any Third Party.

6.4.10 Novartis has not, to the knowledge of the Relevant Novartis Associates, become aware that any Third Party is or was infringing or misappropriating the Licensed Technology in the Territory.

6.4.11 Neither Novartis nor its Affiliates nor, to the knowledge of the Relevant Novartis Associates, its Third Party manufacturers has received any notice on Form 483 or other notices of material noncompliance with applicable Laws relevant to the manufacture of a Licensed Compound or the Licensed Products in the Territory, and no such entity has entered into a consent decree or similar arrangement with respect to the manufacture of a Licensed Compound or the Licensed Products.

6.4.12 To the knowledge of the Relevant Novartis Associates, no Third Party has any ownership interest in or to any Licensed Patent existing as of the Effective Date.

6.4.13 Neither Novartis nor its Affiliates nor, to the knowledge of the Relevant Novartis Associates, its Third Party independent contractors, have used, nor will Novartis and its Affiliates

use, and Novartis will require its and their Third Party independent contractors not to use, in connection with Licensed Compound or the Licensed Products any Person that has been or is debarred pursuant to Section 306 of the FDCA or its non-U.S. equivalents or excluded or the subject of debarment or exclusion proceedings by any Governmental Authority.

6.4.14 Novartis has not, to the knowledge of the Relevant Novartis Associates, received any notices of violations of applicable Laws from the FDA or any other Regulatory Authority with respect to the Development, manufacture, Commercialization or use of a Licensed Compound or the Licensed Products.

6.4.15 To the extent material to the Exploitation of Licensed Compound or the Licensed Products, to the knowledge of the Relevant Novartis Associates, all activities conducted by or on behalf of Novartis prior to the Effective Date in the course of the Development, manufacture, or use of a Licensed Compound or the Licensed Products have been in material compliance with all applicable Laws, and all activities conducted by or on behalf of Novartis subsequent to the Effective Date in the course of the Development, manufacture, or use of the Licensed Compounds or Licensed Product will be in material compliance with all applicable Laws.

6.4.16 To the knowledge of the Relevant Novartis Associates, no litigation has been brought or threatened in writing by any Third Party alleging that the Exploitation of a Licensed Product within the Territory to treat a human patient has caused injury, harm or death of such patient. For clarity, adverse events reported in the course of any clinical trial with respect to a Licensed Product are not considered litigation hereunder, unless a separate lawsuit with respect to such adverse event has been brought or threatened.

6.4.17 Neither Novartis nor its Affiliates are, either directly or indirectly (including through any Third Party contractor or through or in collaboration with any Third Party licensee), conducting any clinical trials of, or have filed an IND for, any compound whose mechanism of action includes B/CRAF inhibition (but, for clarity, excluding dabrafenib whose mechanism of action is inhibition of BRAF Class I mutations), other than the Licensed Compound.

6.4.18 Novartis will conduct its obligations under Article 5 in accordance with the level of professional, technical and business practices Novartis applies for products of similar nature and at a similar stage of development that are being Developed internally by Novartis.

Section 6.5Disclaimer. Except as otherwise expressly set forth in this Agreement, the Licensed Compound and Licensed Products are licensed hereunder (“as is”). (A) NO REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER IS MADE OR GIVEN BY OR ON BEHALF OF NOVARTIS OR ITS AFFILIATES; AND (B) ALL OTHER CONDITIONS AND WARRANTIES WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING ANY CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Without limiting the generality of the foregoing, except as otherwise expressly set forth in this Agreement, Novartis disclaims any warranties with regards

to: (a) the success of any study or test commenced under this Agreement, (b) the safety or usefulness for any purpose of the technology or materials it provides or discovers under this Agreement, or (c) the validity, enforceability, or non-infringement of any intellectual property rights or technology it provides or licenses to the Erasca under this Agreement. Nothing in this Agreement shall be construed as a representation made or warranty given by Novartis that it will be successful in prosecuting any Licensed Patents, that any patents will issue based on pending applications or that any such pending applications or patents issued thereon will be valid.

ARTICLE 7. INDEMNIFICATION

Section 7.1 Indemnification by Erasca. Erasca will indemnify and hold Novartis, its Affiliates, and their respective officers, directors and employees (“**Novartis Indemnified Parties**”) harmless from and against any Claims against them to the extent arising or resulting from:

7.1.1 actions by Erasca, its Affiliates and sublicensees, and their respective employees, agents and subcontractors, in connection with the Development, manufacture or Commercialization of the Licensed Compound or Licensed Products, including, for the avoidance of doubt, all product liability claims (whether arising during Development or Commercialization) relating to the Licensed Compound or Licensed Products (whether pursuant to design defect, manufacturing defect, failure to notify, or otherwise) and the labelling of a Licensed Product for therapeutic use in combination with a Novartis Proprietary Compound after the Effective Date;

7.1.2 the negligence or willful misconduct of an Erasca Indemnitee in connection with activities under this Agreement; or

7.1.3 the breach of any of the obligations, covenants, warranties, or representations made by Erasca to Novartis under this Agreement;

provided, however, that Erasca will not be obliged to so indemnify, defend and hold harmless a Novartis Indemnified Party for any Claims for which Novartis has an obligation to indemnify Erasca Indemnitees pursuant to Section 7.2 or to the extent that such Claims arise from the breach, negligence or willful misconduct of Novartis or a Novartis Indemnified Party.

Section 7.2 Indemnification by Novartis. Novartis will indemnify and hold Erasca, its Affiliates, and their respective officers, directors and employees (“**Erasca Indemnitees**”) harmless from and against any Claims against them to the extent arising or resulting from:

7.2.1 the breach of any of the obligations, covenants, warranties or representations made by Novartis to Erasca under this Agreement;

7.2.2 the negligence or willful misconduct of a Novartis Indemnified Party in connection with activities under this Agreement; or

7.2.3 any activities conducted by Novartis or its Affiliates or licensees, and their respective employees, agents and subcontractors, (i) with respect to the Licensed Compound or Licensed Products prior to the Effective Date, or (ii) with respect to any Ongoing Clinical Trials, or any Active MTA, or its retained rights during the Term or after termination of this Agreement;

provided, however, that Novartis will not be obliged to so indemnify, defend and hold harmless the Erasca Indemnitees for any Claims for which Erasca has an obligation to indemnify Novartis Indemnified Parties pursuant to Section 7.1 or to the extent that such Claims arise from the breach, negligence or willful misconduct of the Erasca Indemnitees.

Section 7.3 Indemnification Procedure.

7.3.1 All indemnification claims in respect of a Erasca Indemnitee or a Novartis Indemnified Party will be made solely by Erasca or Novartis, respectively.

7.3.2 A Party seeking indemnification hereunder (“**Indemnified Party**”) will notify the other Party (“**Indemnifying Party**”) in writing reasonably promptly after the assertion against the Indemnified Party of any Claim or fact in respect of which the Indemnified Party intends to base a claim for indemnification hereunder (“**Indemnification Claim Notice**”), but the failure or delay to so notify the Indemnifying Party will not relieve the Indemnifying Party of any obligation or liability that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that its ability to defend or resolve such Claim is adversely affected thereby. The Indemnification Claim Notice will contain a description of the claim and the nature and amount of the Claim (to the extent that the nature and amount of such Claim is known at such time). Upon the request of the Indemnifying Party, the Indemnified Party will furnish promptly to the Indemnifying Party copies of all correspondence, communications and official documents (including court documents) received or sent in respect of such Claim.

7.3.3 Subject to the provisions of Sections 7.3.4 and 7.3.5 below, the Indemnifying Party will have the right, upon written notice given to the Indemnified Party within [***] after receipt of the Indemnification Claim Notice to assume the defense and handling of such Claim, at the Indemnifying Party’s sole expense, in which case the provisions of Section 7.3.4 below will govern. The assumption of the defense of a Claim by the Indemnifying Party will not be construed as acknowledgement that the Indemnifying Party is liable to indemnify any indemnitee in respect of the Claim, nor will it constitute a waiver by the Indemnifying Party of any defenses it may assert against any Indemnified Party’s claim for indemnification. In the event that it is ultimately decided that the Indemnifying Party is not obligated to indemnify or hold an Indemnified Party harmless from and against the Claim, the Indemnified Party will reimburse the Indemnifying Party for any and all costs and expenses (including attorneys’ fees and costs of suit) and any losses incurred by the Indemnifying Party in Its defense of the Claim. If the Indemnifying Party does not give written notice to the Indemnified Party, within [***] after receipt of the Indemnification Claim Notice, of the Indemnifying Party’s election to assume the defense and handling of such Claim, the provisions of Section 7.3.5 below will govern.

7.3.4 Upon assumption of the defense of a Claim by the Indemnifying Party: **(i)** the Indemnifying Party will have the right to and will assume sole control and responsibility for dealing with the Claim; **(ii)** the Indemnifying Party may, at its own cost, appoint as counsel in connection with conducting the defense and handling of such Claim any law firm or counsel reasonably selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party; **(iii)** the Indemnifying Party will keep the Indemnified Party informed of the status of such Claim; and **(iv)** the Indemnifying Party will have the right to settle the Claim on any terms the Indemnifying Party chooses; *provided, however*, that it will not, without the prior written consent of the Indemnified Party, agree to a settlement of any Claim which could lead to liability or create any financial or other obligation on the part of the Indemnified Party for which the Indemnified Party is not entitled to indemnification hereunder or which admits any wrongdoing or responsibility for the claim on behalf of the Indemnified Party or otherwise limits or impairs the Indemnified Party's rights under this Agreement. The Indemnified Party will cooperate with the Indemnifying Party and will be entitled to participate in, but not control, the defense of such Claim with its own counsel and at its own expense. In particular, the Indemnified Party will furnish such records, information and testimony, provide witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith. Such cooperation will include access during normal business hours by the Indemnifying Party to, and reasonable retention by the Indemnified Party of, records and information that are reasonably relevant to such Claim, and making the Indemnified Party and its and their employees and agents available on a mutually convenient basis to provide additional information and explanation of any records or information provided.

7.3.5 If the Indemnifying Party does not give written notice to the Indemnified Party as set forth in Section 7.3.3 or fails to conduct the defense and handling of any Claim in good faith after having assumed such, the Indemnified Party may, at the Indemnifying Party's expense, select counsel reasonably acceptable to the Indemnifying Party in connection with conducting the defense and handling of such Claim and defend or handle such Claim in such manner as it may deem appropriate. In such event, the Indemnified Party will keep the Indemnifying Party timely apprised of the status of such Claim and will not settle such Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, delayed or conditioned. If the Indemnified Party defends or handles such Claim, the Indemnifying Party will cooperate with the Indemnified Party, at the Indemnified Party's request but at no expense to the Indemnified Party, and will be entitled to participate in the defense and handling of such Claim with its own counsel and at its own expense.

Section 7.4 Mitigation of Loss. Each Indemnified Party will take and will procure that its Affiliates take all such reasonable steps and action as are necessary in order to mitigate any Claims (or potential losses or damages) under this Article 7. Nothing in this Agreement will or will be deemed to relieve any Party of any common law or other duty to mitigate any losses incurred by it.

Section 7.5 LIMITATION OF DAMAGES. EXCEPT (i) IN THE EVENT OF FRAUD BY A PARTY OR A PARTY'S BREACH OF ITS OBLIGATIONS UNDER Article 8, OR (ii)

TO THE EXTENT ANY SUCH DAMAGES ARE REQUIRED TO BE PAID TO A THIRD PARTY AS PART OF A CLAIM FOR WHICH A PARTY PROVIDES INDEMNIFICATION UNDER THIS ARTICLE 7, NEITHER PARTY NOR ANY OF ITS AFFILIATES OR (SUB)LICENSEES SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, REMOTE, EXEMPLARY OR SPECULATIVE DAMAGES OR OTHER DAMAGES THAT ARE NOT REASONABLY FORESEEABLE.

Section 7.6 Insurance. At least [***] prior to the Initiation of any Clinical Trial by or on behalf of Erasca or its Affiliates, Erasca shall at its own expense procure and maintain during the Term (and for [***] thereafter) Clinical Trial liability insurance coverage adequate to cover its obligations hereunder and which is/are consistent with normal business practices of prudent biotechnology or pharmaceutical companies engaged in clinical trials of products at the same stage conducted by Erasca. Additionally, at least [***] prior to First Commercial Sale, Erasca shall at its own expense procure and maintain during the Term (and for [***] thereafter) product liability insurance coverage adequate to cover its obligations hereunder and which is consistent with normal business practices of prudent pharmaceutical companies. Such insurance shall not be construed to create a limit of Erasca's liability with respect to its indemnification obligations under this Article 7. Erasca shall provide Novartis with a certificate of insurance to evidence Erasca's product liability insurance and to include Novartis as an additional insured or other evidence of such insurance, upon request. Erasca shall provide Novartis with written notice at least [***] prior to the cancellation, non-renewal or a material change in such insurance which materially adversely affects Novartis hereunder. Erasca will name Novartis as an additional insured party under such insurance policy, and will provide to Novartis at least [***] notice of any change or cancellation to Erasca's insurance program.

ARTICLE 8. CONFIDENTIALITY

Section 8.1 Confidential Information.

8.1.1 Confidential Information. Each Party and its Affiliates ("**Disclosing Party**") may disclose to the other Party and its Affiliates ("**Receiving Party**"), and Receiving Party may receive or observe during the course and conduct of activities under this Agreement, certain proprietary or confidential information of Disclosing Party in connection with this Agreement. The term "**Confidential Information**" means all information of any kind, whether in written, oral, graphical, machine-readable or other form, whether or not marked as confidential or proprietary, which are transferred, disclosed or made available by Disclosing Party or at the request of Receiving Party, including any of the foregoing that the Disclosing Party has received from Third Parties. All information and materials relating to the Licensed Compound shall be deemed the Confidential Information of Erasca during the Term and Erasca shall be deemed the Disclosing Party with respect to such information and materials. All information and materials disclosed by

Novartis hereunder and relating to any Novartis Proprietary Compounds shall be deemed the Confidential Information of Novartis.

8.1.2 Restrictions. During the Term [***], Receiving Party will keep all Disclosing Party's Confidential Information in confidence with the same degree of care with which Receiving Party holds its own confidential information (but in no event less than a reasonable degree of care). Receiving Party will not use Disclosing Party's Confidential Information except as necessary for the performance of its obligations and exercise of its rights under this Agreement. Receiving Party has the right to disclose Disclosing Party's Confidential Information without Disclosing Party's prior written consent to Receiving Party's Affiliates and their employees or agents who have a need to know such Confidential Information in order to perform its obligations and exercise its rights under this Agreement and who are required to comply with the restrictions on use and disclosure in this Section 8.1.2. Receiving Party will use diligent efforts to cause those entities and persons to comply with the restrictions on use and disclosure in this Section 8.1.2. Receiving Party assumes responsibility for those entities and persons maintaining Disclosing Party's Confidential Information in confidence and using same only for the purposes described herein.

8.1.3 Exceptions. Receiving Party's obligation of nondisclosure and the limitations upon the right to use the Disclosing Party's Confidential Information will not apply to the extent that Receiving Party can demonstrate that the Disclosing Party's Confidential Information: (a) was known to Receiving Party or any of its Affiliates prior to the time of disclosure by the Disclosing Party or its Affiliates (provided that this exception shall not apply to information and materials transferred or required to be transferred by Novartis to Erasca pursuant to Article 5); (b) is or becomes public knowledge through no fault or omission of Receiving Party or any of its Affiliates; (c) is obtained by Receiving Party or any of its Affiliates from a Third Party under no obligation of confidentiality to Disclosing Party; or (d) has been independently developed by employees, subcontractors, consultants or agents of Receiving Party or any of its Affiliates without the use of Disclosing Party's Confidential Information, as evidenced by contemporaneous written records (provided that this exception shall not apply to information and materials transferred or required to be transferred by Novartis to Erasca pursuant to Article 5).

8.1.4 Permitted Disclosures. Receiving Party may disclose Disclosing Party's Confidential Information to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

- (i) in order to comply with applicable Law;
- (ii) in order to comply with court orders, government regulations, the inquiries of Regulatory Authorities or with legal or administrative proceeding;
- (iii) in connection with prosecuting or defending litigation, seeking, obtaining and maintaining Marketing Approvals and other Regulatory Filings and communications, and filing, prosecuting and enforcing patents in connection with Receiving Party's rights and obligations pursuant to this Agreement;

- (iv) in connection with filing or prosecuting Patent Rights as permitted by this Agreement;
- (v) in connection with an offering of securities or for compliance with securities law or rules of a securities exchange disclosure requirements if counsel determines that such disclosure is required;
- (vi) in connection with the performance of obligations relating to the Active MTAs or any compassionate use, named patient, or similar programs;
- (vii) to the extent otherwise necessary or appropriate in connection with exercising the license and other rights granted to it hereunder;
- (viii) to Sublicensees, collaborators, subcontractors, payors, consultants, agents and advisors (in each case either actual or prospective) on a “need-to-know” basis in order for the Receiving Party to exercise its rights or fulfill its obligations under this Agreement, each of whom prior to disclosure must be bound by obligations of confidentiality and restrictions on use of such Confidential Information that are no less restrictive (except for the duration of such restrictions, which shall be no less than [***]) than those set forth in this Article 8; provided, however, that, in each of the above situations, the Receiving Party shall remain responsible for any failure by any Person who receives Confidential Information pursuant to this Section 8.1.4(viii) to treat such Confidential Information as required under this Article 8;
- (ix) investors, acquirers, merger partners, investment advisors (including investment banks), and legal advisors (in each case either actual or prospective), each of whom prior to disclosure must be bound by obligations of confidentiality and restrictions on use of such Confidential Information that are no less restrictive than those set forth in this Article 8 (except for the duration of such restrictions, which shall be no less than [***]); provided, however, that, in each of the above situations, the Receiving Party shall remain responsible for any failure by any Person who receives Confidential Information pursuant to this Section 8.1.4(ix) to treat such Confidential Information as required under this Article 8;

8.1.5 Novartis will also be entitled to publish with respect to the results of the Ongoing Clinical Trials and any associated pre-clinical research associated with Licensed Compound and/or Licensed Products, in its ordinary course, subject to prior review, comment and approval (not to be unreasonably withheld, delayed or conditioned) by Erasca (with the proposed publication to be provided to Erasca not less than [***] prior to intended submission). Erasca acknowledges that pursuant to the Active MTAs, certain Third Parties may have the right to publish information relating to Licensed Compound and/or Licensed Products without the prior review or approval of Novartis, and any such disclosure will not be deemed to be a breach of Novartis’ obligations of confidentiality. In the event that Novartis has rights to review or approve Third Party publications with respect to an Active MTA, the first sentence of this Section 8.1.5 shall apply to such publication as if Novartis were the publishing entity. Notwithstanding anything in this Agreement

to the contrary, each Party will be entitled to disclose, without the consent of or any notification to the other Party, any pharmacovigilance information originating from itself, its Affiliates, and the other Party with Regulatory Authorities, investigators, ethical committees and internal review boards, and any other Third Parties that have a need to know such information according to each Party's risk management and adverse event reporting requirements provided that such disclosure complies with applicable Law.

8.1.6 In the event the recipient Party is required to disclose Confidential Information of the disclosing Party by law, rules of a securities exchange or in connection with bona fide legal process, such disclosure will not be a breach of this Agreement; provided that the recipient Party (i) informs the disclosing Party as soon as reasonably practicable of the required disclosure; (ii) limits the disclosure to the required purpose; and (iii) at the disclosing Party's request and expense, where available and reasonably practicable under the circumstances, assists in an attempt to object to or limit the required disclosure or to otherwise receive "confidential" or "trade secret" treatment with respect to relevant portions of such disclosure.

Section 8.2 Terms of this Agreement. The Parties agree that the terms of this Agreement will be treated as Confidential Information of both Parties, and thus may be disclosed only as permitted by Section 8.1.4. Except as required by Law, each Party agrees not to issue any press release or public statement disclosing information relating to this Agreement or the transactions contemplated hereby or the terms hereof without the prior written consent of the other Party not to be unreasonably withheld, conditioned or delayed. The Parties have agreed on an initial press release with respect to their execution of this Agreement, as set forth in Exhibit G. The Parties shall have the right to repeat any information disclosed in any press releases issued in accordance with this Section 8.2 in any subsequent press release or other public disclosure without first obtaining the approval of the other Party so long as such information remains accurate at the time of such disclosure.

Section 8.3 Publications.

8.3.1 Right to Publish. Subject to the provisions of Section 8.1, Erasca shall have the right to publish with respect to the Licensed Compound and Licensed Products in scientific publications, and to make scientific presentations on the Licensed Compound and Licensed Products. Any proposed public disclosure (whether written, electronic, oral or otherwise) by Erasca involving a Novartis Proprietary Compound shall be provided to Novartis at least [***] before publication for review and comment by Novartis; provided, that the foregoing shall not apply to disclosures relating to Combination Therapies involving a Novartis Proprietary Compound if any Person has previously disclosed any use or evaluation of such Combination Therapies. For clarity, any proposed public disclosure by Erasca involving a Novartis Proprietary Compound that contains MNPI shall be exempt from any prior disclosure requirement under this Section 8.3.1 and shall not be provided to Novartis before publication. Any proposed public disclosure (whether written, electronic, oral or otherwise) by Novartis relating to a Licensed Compound or a Licensed Product (including, without limitation, any Combination Therapy) shall require the prior written consent of Erasca, not to be unreasonably withheld, delayed or

conditioned; provided, that the foregoing shall not apply to information which is in the public domain.

Section 8.4 Attorney-Client Privilege. Neither Party is waiving, nor will be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges recognized under the applicable Law of any jurisdiction as a result of disclosing information pursuant to this Agreement, or any of its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties may become joint defendants or plaintiffs in proceedings to which the information covered by such protections and privileges relates and may determine that they share a common legal interest in disclosure between them that is subject to such privileges and protections, and in such event, may enter into a joint defense agreement setting forth, among other things, the foregoing principles but are not obligated to do so.

ARTICLE 9. TERM AND TERMINATION

Section 9.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date, and unless terminated earlier as provided in this Article 9, shall continue in full force and effect until expiration of the last-to-expire Royalty Term for the Licensed Product(s) in the Territory. Upon expiration (but not termination) of this Agreement, the licenses granted to Erasca by Novartis under this Agreement to Exploit the Licensed Product(s) shall be fully paid-up, perpetual, and irrevocable.

Section 9.2 Termination for Cause.

9.2.1 Termination for Material Breach. Either Party (the “**Non-Breaching Party**”) may, without prejudice to any other remedies available to it under applicable Law or in equity, terminate this Agreement if the other Party (the “**Breaching Party**”) shall have materially breached or defaulted in the performance of its obligations hereunder, and such breach or default shall have continued [***] (or, in the case of a payment breach, [***] after written notice thereof was provided to the Breaching Party by the Non-Breaching Party, such notice describing the alleged breach. Subject to Section 9.2.3, any such termination of this Agreement under this Section 9.2.1 shall become effective at the end of [***], unless the Breaching Party has cured such breach or default prior to the expiration of such cure period. If a non-payment related material breach or default is not susceptible to cure within the [***] cure period described above (the “**Initial Breach Cure Period**”) (even with the use of Commercially Reasonable Efforts), the Non-Breaching Party’s right to terminate this Agreement shall be suspended for up to an additional [***] (the “**Additional Breach Cure Period**”), only if the Breaching Party (a) during the Initial Breach Cure Period, provides a written plan that is reasonably calculated to effect a cure during the Initial Breach Cure Period or the Additional Breach Cure Period, and (b) the material breach or default is cured within the Initial Breach Cure Period or the Additional Breach Cure Period. During either the Initial Breach Cure Period or the Additional Breach Cure Period, either Party may require that

the Executive Officers meet and confer in good faith to resolve such breach condition. The right of either Party to terminate this Agreement, or a portion of this Agreement, as provided in this Section 9.2.1 shall not be affected in any way by such Party's waiver or failure to take action with respect to any previous default.

9.2.2 Termination for an Insolvency Event. If an Insolvency Event occurs, (a) Erasca will give immediate (not longer than three business days') notice to Novartis of such occurrence, and (b) Novartis will have the right to immediately terminate this Agreement by written notice to Erasca.

9.2.3 Disagreement. If the Parties reasonably and in good faith disagree as to whether there has been a material breach or default, the Party that seeks to dispute that there has been a material breach or default may contest the allegation by providing notice to the Non-Breaching Party of such dispute within the applicable cure period and the Executive Officers shall then meet and confer in good faith to resolve such breach or default condition. The Executive Officers of the Parties shall, as soon as reasonably practicable after a Party's notice of such dispute, meet and confer in good faith regarding such dispute at such time and place as mutually agreed upon by such Parties. It is understood and acknowledged that during the pendency of such a dispute, all of the terms and conditions of this Agreement shall remain in effect and the Parties shall continue to perform all of their respective obligations hereunder.

Section 9.3 At Will by Erasca. Erasca may terminate this Agreement in its entirety at will, in its sole discretion, on not less than [***] prior written notice to Novartis.

Section 9.4 Effects of Termination. Upon the effective date of termination (but not expiration) of this Agreement:

9.4.1 All rights and licenses granted by Novartis to Erasca in Article 2 will terminate, and Erasca and its Affiliates, and (subject to Section 9.4.5) Sublicensees will cease all use of Licensed Know-How and Licensed Patents and all Exploitation of any Licensed Compound or Licensed Products, except to the extent required to fulfill its obligations under this Section 9.4.

9.4.2 Erasca, its Affiliates and its Sublicensees shall have the right to sell off any Licensed Products that have been manufactured or are in the process of being manufactured at the time of termination, provided that such sales are made in the normal course consistent with Erasca's past practice and Erasca continues to comply with all of its payment, reporting and audit obligations with respect to Licensed Products.

9.4.3 Upon Novartis' written request, the Parties shall negotiate in good faith, for a period of [***] after the effective date of termination, the terms pursuant to which Erasca may grant to Novartis a license under Patent Rights, Know-How or other intellectual property rights (including, for clarity, trademarks) that are Controlled by Erasca and that are generated or arising in the course of activities conducted pursuant to this Agreement, that are necessary or reasonably useful to Exploit the Licensed Compound or Licensed Products (as they exist as of the effective

date of such termination) in the Territory, for the purpose of Exploiting Licensed Products after the Term (excluding any active ingredients included therein that are not the Licensed Compound).

9.4.4 Notwithstanding anything to the contrary herein, (a) if a Clinical Trial of a Licensed Product has been Initiated at the time of termination, the terms of this Agreement shall continue to apply as necessary to accomplish a safe and orderly wind-down of the Clinical Trials, and (b) if a Licensed Product is being sold at the time of termination, the terms of this Agreement shall continue to apply as necessary to ensure that supply of such Licensed Products to patients is not interrupted as a result of such termination and all applicable provisions of this Agreement, including payment obligations, shall remain in place until such time as the Clinical Trials have been wound down and/or the Licensed Product is no longer sold.

9.4.5 Any sublicenses granted by Erasca or its Affiliates under the Licensed Technology prior to the effective date of termination of this Agreement shall upon reasonable written request by the relevant Sublicensee survive any such termination, provided that such Sublicensee is in material compliance with the applicable provisions of this Agreement and the terms and conditions of the applicable sublicense, and further provided that in no event will Novartis be obligated to fulfill any of Erasca's obligations under such sublicense.

9.4.6 Within [***] following the termination of this Agreement, each Party shall, at the request of the other Party, deliver to the other Party, or certify the destruction of, any and all tangible Confidential Information of the other Party in such Party's possession, and to the extent reasonably practicable, remove Confidential Information of the other Party from all databases and systems. Notwithstanding the foregoing, each Receiving Party may retain copies of the Disclosing Party's Confidential Information to the extent required by applicable Law or to the extent such Confidential Information is electronically archived in the ordinary course of the Receiving Party's business. Any Confidential Information retained by the Receiving Party pursuant to this Section 9.4.6 shall remain subject to the obligations of non-disclosure and limitations on use set forth in this Agreement.

Section 9.5 Survival. In addition to this Section 9.5 and the termination consequences set forth in Section 9.4, the following provisions will survive termination or expiration of this Agreement: Article 1 (Definitions) (solely to the extent defined terms are used in otherwise surviving provisions), Section 2.3 (Retained Rights), Section 2.4 (No Implied Rights), Section 3.8 (Royalty Reporting and Payment), Section 3.9 (Currency Conversion), Section 3.12 (Taxes), Section 6.5 (Disclaimer), Section 7 (Indemnification), Section 8 (Confidentiality), Section 9.6 (Additional Rights and Remedies and Section 10 (Miscellaneous), to the extent applicable to the remaining surviving provisions,

Section 9.6 Additional Rights and Remedies. Termination or expiration of this Agreement are neither Party's exclusive remedy and will not relieve the Parties of any liability or obligation which accrued hereunder prior to the effective date of such termination or expiration nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement nor prejudice either Party's right to obtain

performance of any obligation. Except as set forth in this Article 9 and except for any provisions which by their terms survive expiration or termination of this Agreement, all other rights and obligations will terminate upon termination or expiration of this Agreement.

ARTICLE 10. MISCELLANEOUS

Section 10.1 Entire Agreement; Amendment. This Agreement and all Exhibits and Schedules attached to this Agreement, along with the CTCSA and the Pharmacovigilance Agreements (collectively, the “**Transaction Documents**”) constitute the entire agreement between the Parties as to the subject matter hereof. For clarity, all confidential information exchanged pursuant to the aforementioned Confidentiality Agreement shall be included in Confidential Information and subject to the terms and conditions of this Agreement. All prior and contemporaneous negotiations, representations, warranties, agreements, statements, promises and understandings with respect to the subject matter of this Agreement are hereby superseded and merged into, extinguished by and completely expressed by the Transaction Documents. None of the Parties shall be bound by or charged with any written or oral agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement. No amendment, supplement or other modification to any provision of this Agreement shall be binding unless in writing and signed by all Parties.

Section 10.2 Section 365(n) of the Bankruptcy Code. All rights and licenses granted under or pursuant to any section of this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to “intellectual property” as defined under Section 101(35A) of the U.S. Bankruptcy Code to the extent permitted thereunder. The Parties shall retain and may fully exercise all of their respective rights and elections under the U.S. Bankruptcy Code. Upon the bankruptcy of any Party, the non-bankrupt Party shall further be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property, and such, if not already in its possession, shall be promptly delivered to the non-bankrupt Party, unless the bankrupt Party elects to continue, and continues, to perform all of its obligations under this Agreement.

Section 10.3 Independent Contractors. The relationship between Erasca and Novartis created by this Agreement is solely that of independent contractors. This Agreement does not create any agency, distributorship, employee-employer, partnership, joint venture or similar business relationship between the Parties, including for tax purposes. Neither Party is a legal representative of the other Party, and neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party for any purpose whatsoever. Each Party shall use its own discretion and shall have complete and authoritative control over its employees and the details of performing its obligations under this Agreement.

Section 10.4 Governing Law; Jurisdiction. This Agreement and its effect are subject to and shall be construed and enforced in accordance with the law of the State of New York, without

regard to its conflicts of laws, except as to any issue which depends upon the validity, scope or enforceability of any Licensed Patent, which issue shall be determined in accordance with the laws of the country in which such patent was issued.

Section 10.5 Dispute Resolution.

10.5.1 In the event of a dispute under this Agreement, the Parties will refer the dispute to the Alliance Managers for discussion and resolution. If the Alliance Managers are unable to resolve such a dispute within 30 days of the dispute being referred to them, either Party may require that the Parties forward the matter to the Executive Officers (or designees with similar authority to resolve such dispute), who will attempt in good faith to resolve such dispute. If the Executive Officers cannot resolve such dispute within 30 days of the matter being referred to them, either Party will be free to initiate the arbitration proceeding outlined in Section 10.5.2 to resolve the matter.

10.5.2 Any disputes between the Parties relating to, arising out of or in any way connected with this Agreement or any term or condition hereof, or the performance by either Party of its obligations hereunder, whether before or after termination of this Agreement, that remain unresolved pursuant to Section 10.5.1) will be resolved by final and binding arbitration. Whenever a Party decides to institute arbitration proceedings, it will give written notice to that effect to the other Party. Arbitration will be held in New York City, New York, USA, in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”). The arbitration will be conducted by a panel of three arbitrators appointed in accordance with AAA rules; *provided* that each Party will within 15 days after the institution of the arbitration proceedings appoint an arbitrator, and such arbitrators will together, within 30 days, select a third arbitrator as the chair of the arbitration panel, and each arbitrator will have significant experience in the biopharmaceutical industry. If the two initial arbitrators are unable to select a third arbitrator within such 30 day period, the third arbitrator will be appointed in accordance with AAA rules. The arbitrators will render their opinion within 120 days of the final arbitration hearing. No arbitrator (nor the panel of arbitrators) will have the power to award punitive damages or to award costs and expenses of the proceeding or reasonable attorney’s fees to any Party under this Agreement and such award is expressly prohibited. Decisions of the panel of arbitrators will be final and binding on the Parties. Judgment on the award so rendered may be entered in any court of competent jurisdiction.

10.5.3 Each Party shall bear its own attorneys’ fees, costs and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitration.

10.5.4 Notwithstanding Section 10.5.2, any dispute, controversy or claim relating to the scope, validity, enforceability or infringement of any Patent Right covering the manufacture, use, importation, offer for sale or sale of any Licensed Compound or Licensed Products or of any trademark rights relating to any Licensed Products shall be submitted to a court of competent jurisdiction in the country in which such Patent Right or trademark rights were granted or arose.

Section 10.6 Notice. All notices or communication required or permitted to be given by either Party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other Party at its respective address set forth below or to such other address as one Party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third (3rd) business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

If to Erasca:

Erasca, Inc.
3115 Merryfield Row, Suite 300
San Diego, CA 92121
Attention: Chief Executive Officer
With a copy to: General Counsel

With a copy, which shall not constitute notice to:

Latham & Watkins
12670 High Bluff Drive
San Diego, CA 92130
Fax: 858-523-5450
Attention: [***]

If to Novartis:

Novartis Pharma AG
Lichtstrasse 35
CH-4056 Basel
Switzerland
Attn: Head NIBR Legal, Europe

With a required copy to:

Novartis Institutes for BioMedical Research, Inc.
250 Massachusetts Avenue
Cambridge, MA 02139 USA
Attn: General Counsel

And by e-mail to: [***]

With a copy, which shall not constitute notice to:

Arnold & Porter Kaye Scholer LLP
250 W 5th St
New York, NY 10019
Attention: [***]

And by e-mail to: [***] and [***]

Section 10.7 Compliance with Law; Severability. Nothing in this Agreement shall be construed to require the commission of any act contrary to Law. If any one or more provisions of this Agreement is held to be invalid, illegal or unenforceable, the affected provisions of this Agreement shall be curtailed and limited only to the extent necessary to bring it within the applicable legal requirements and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 10.8 Non-Use of Names. Novartis shall not use the name, trademark, logo, or physical likeness of Erasca or any of its officers, directors or employees, or any adaptation of any of them, in any advertising, promotional or sales literature, without Erasca's prior written consent. Novartis shall require its Affiliates to comply with the foregoing. Erasca shall not use the name, trademark, logo, or physical likeness of Novartis or any of its Affiliates or its or their officers, directors or employees, or any adaptation of any of them, in any advertising, promotional or sales literature, without Novartis' prior written consent. Notwithstanding the foregoing, Erasca shall be entitled to use the name, trademark and logo of Novartis in presentation materials solely for purposes of identifying Novartis as Erasca's licensor.

Section 10.9 Successors and Assigns. Neither this Agreement nor any of the rights or obligations created herein may be assigned by either Party, in whole or in part, without the prior written consent of the other Party, not to be unreasonably withheld or delayed except that either Party shall be free to assign this Agreement (a) to an Affiliate of such Party (for so long as such Affiliate remains an Affiliate) provided that such Party shall remain liable and responsible to the other Party for the performance and observance of all such duties and obligations by such Affiliate, or (b) in connection with any merger, consolidation or sale of such Party or sale of all or substantially all of the assets of the Party to which this Agreement relates, without the prior consent of the non-assigning Party but with written notice to such non-assigning Party. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto. Any assignment of this Agreement in contravention of this Section 10.9 shall be null and void.

Section 10.10 Waivers. A Party's consent to or waiver, express or implied, of any other Party's breach of its obligations hereunder shall not be deemed to be or construed as a consent to or waiver of any other breach of the same or any other obligations of such breaching Party. A Party's failure to complain of any act, or failure to act, by the other Party, to declare the other Party in default, to insist upon the strict performance of any obligation or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, no matter how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder, of any such

breach, or of any other obligation or condition. A Party's consent in any one instance shall not limit or waive the necessity to obtain such Party's consent in any future instance and in any event no consent or waiver shall be effective for any purpose hereunder unless such consent or waiver is in writing and signed by the Party granting such consent or waiver.

Section 10.11 No Third Party Beneficiaries. Except as expressly provided with respect to Novartis Indemnified Parties and Erasca Indemnitees in Article 7, nothing in this Agreement shall be construed as giving any Person, other than the Parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

Section 10.12 Headings; Exhibits. Article and Section headings used herein are for convenient reference only, and are not a part of this Agreement. All Exhibits are incorporated herein by this reference.

Section 10.13 Interpretation. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense (and/or). The term "including" (or cognates thereof) as used herein shall mean including (or the cognate thereof), without limiting the generality of any description preceding such term. The term "will" as used herein means "shall." All references to a "business day" or "business days" in this Agreement means any day other than a day which is a Saturday, a Sunday or any day banks are authorized or required to be closed in New York, New York.

Section 10.14 Equitable Relief. Each Party acknowledges that a breach by it of the provisions of Article 4 or Article 8 of this Agreement may not reasonably or adequately be compensated in damages in an action at law and that such a breach may cause the other Party irreparable injury and damage. By reason thereof, each Party agrees that the other Party is entitled to seek, in addition to any other remedies it may have under this Agreement or otherwise, preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of Article 8 of this Agreement by the other; provided, however, that no specification in this Agreement of a specific legal or equitable remedy will be construed as a waiver or prohibition against the pursuing of other legal or equitable remedies in the event of such a breach.

Section 10.15 Force Majeure. Neither Party shall be held liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including fire, floods, pandemics, epidemics, embargoes, power shortage or failure, acts of war (whether war be declared or not), insurrections, riots, terrorism, civil commotions or acts of God (each being a "**Force Majeure Event**"); provided, however, that the affected Party promptly notifies the other Party in writing; and provided further, however, that the affected Party shall continue performance with reasonable dispatch whenever such causes are removed. Notwithstanding the foregoing, if such a Force Majeure Event induced delay or failure of

performance continues for a period of more than three consecutive months, either Party may terminate this Agreement upon written notice to the other Party.

Section 10.16 Further Assurances. Each Party shall execute, acknowledge, and deliver such further instructions, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

Section 10.17 Counterparts. This Agreement may be executed in counterparts by a single Party, each of which when taken together shall constitute one and the same agreement, and may be executed through the use of facsimiles or.pdf or other electronically transmitted documents.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ERASCA, INC.

By: /s/ Jonathan Lim, M.D.
Name: Jonathan Lim, M.D.
Title: Chairman and CEO

NOVARTIS PHARMA AG

By: [***]
Name: [***]
Title: [***]

By: [***]
Name: [***]
Title: [***]

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statement (No. 333-266802) on Form S-3 and in the registration statement (No. 333-257988) on Form S-8 of our report dated March 23, 2023, with respect to the consolidated financial statements of Erasca, Inc.

/s/ KPMG LLP

San Diego, California
March 23, 2023

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jonathan E. Lim, M.D., certify that:

1. I have reviewed this Annual Report on Form 10-K of Erasca, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 23, 2023

By:

/s/ Jonathan E. Lim, M.D.

Jonathan E. Lim, M.D.
Chairman and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, David M. Chacko, M.D., certify that:

1. I have reviewed this Annual Report on Form 10-K of Erasca, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 23, 2023

By:

/s/ David M. Chacko, M.D.

David M. Chacko, M.D.

Chief Financial Officer
(Principal Financial and Accounting Officer)

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

In connection with the Annual Report on Form 10-K of Erasca, Inc. (the "Company") for the year ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 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: March 23, 2023

By: _____ /s/ Jonathan E. Lim, M.D.

Jonathan E. Lim, M.D.

Chairman and Chief Executive Officer
(Principal Executive Officer)

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

In connection with the Annual Report on Form 10-K of Erasca, Inc. (the "Company") for the year ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 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: March 23, 2023

By: _____ /s/ David M. Chacko, M.D.
David M. Chacko, M.D.
Chief Financial Officer
(Principal Financial and Accounting Officer)
