

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

**FORM S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

Repare Therapeutics Inc.
(Exact name of Registrant as specified in its charter)

Québec
(State or other jurisdiction of
incorporation or organization)

Not applicable
(I.R.S. Employer
Identification No.)

7210 Frederick-Banting, Suite 100
St-Laurent, Québec, Canada
(Address of Principal Executive Offices)

H4S 2A1
(Zip Code)

New Hire Inducement Stock Option Grant
(Full title of the plan)

Lloyd M. Segal
Chief Executive Officer
Repare Therapeutics Inc.
101 Main Street, Suite 1650
Cambridge, MA 02142
+1 857 412 7018

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Divakar Gupta
Courtney T. Thorne
Cooley LLP
500 Boylston Street
Boston, Massachusetts 02116
+1 617 937 2300

Robert Carelli
Jeremy Sculnick
Stikeman Elliott LLP
1155 René-Lévesque Blvd. West
41st Floor
Montréal, Québec, Canada H3B 3V2
+1 514 397 3222

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

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
Emerging growth company

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

EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed for the purpose of registering 240,000 common shares of Repare Therapeutics Inc. (the “Registrant”) underlying an inducement award in the form of a stock option award granted to the Registrant’s Executive Vice President, Human Resources on May 18, 2023, with a per share exercise price of \$9.83. The Compensation Committee of the Registrant’s Board of Directors granted the new hire inducement stock option award outside of the Company’s 2020 Equity Incentive Plan as a inducement material to the employee entering into his employment with the Registrant in accordance with Nasdaq Listing Rule 5635(c)(4).

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement in accordance with the provisions of Rule 428 under the Securities Act. The documents containing the information specified in Item 1 and Item 2 of Part I of Form S-8 will be delivered to the participant in the plan covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by the Registrant with the Commission are incorporated by reference into this Registration Statement:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the Commission on [February 28, 2023](#).
- (b) the information specifically incorporated by reference into the Registrant's Annual Report on Form 10-K for the year ended December 31, 2022 from its definitive proxy statement on Schedule 14A, filed with the SEC on [April 28, 2023](#).
- (c) The Registrant's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, filed with the Commission on [May 9, 2023](#).
- (d) The Registrant's Current Reports on Form 8-K filed with the Commission on [March 10, 2023](#) and [April 28, 2023](#) (with respect to Item 5.02 only).
- (e) The description of the Registrant's Common Shares which is contained in [Exhibit 4.4](#) of the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2020, filed with the Commission on March 4, 2021, including any amendment or report filed for the purpose of updating such description.

All documents, reports and definitive proxy or information statements filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act of 1934, as amended (the "**Exchange Act**") (other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items), on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered hereby have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Under the Business Corporations Act (Québec) (the “QBCA”) and the amended and restated bylaws of the Registrant, the Registrant must indemnify its current or former directors and officers, agents or any other individuals who act or has acted at the Registrant’s request as a director or officer of another group, against all costs, charges and expenses reasonably incurred in the exercise of such individual’s functions, including an amount paid to settle an action or satisfy a judgment, or arising from any investigative or other proceeding in which such individual is involved. The QBCA also provides that the Registrant must advance moneys to such individual for costs, charges and expenses incurred in connection with such a proceeding; provided that such individual shall repay such payment if he or she does not fulfill the conditions described below.

Indemnification is prohibited under the QBCA unless the individual:

- acted with honesty and loyalty in our interests, or in the interest of the other group for which the individual acted as director or officer or in a similar capacity at the Registrant’s request; and
- in the case of a proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his or her conduct was lawful.

The QBCA and the amended and restated bylaws of the Registrant authorize the Registrant to purchase and maintain insurance for the benefit of each of its current or former directors or officers and each person who acts or acted at the Registrant’s request as a director, officer or an individual acting in a similar capacity, of another entity.

In addition, the Registrant has entered, and intends to continue to enter, into separate indemnity agreements with each of its directors and officers. These indemnity agreements, among other things, require the Registrant to indemnify its directors and officers for certain expenses, including attorneys’ fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of their services as a director or officer, or any other company or enterprise to which the person provides services at the Registrant’s request

ITEM 8. EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>	<u>Schedule Form</u>	<u>Incorporated by Reference</u>		
			<u>File Number</u>	<u>Exhibit</u>	<u>Filing Date</u>
4.1	Articles of Continuance of Repare Therapeutics Inc.	8-K	001-39335	3.1	June 23, 2020
4.2	Amended and Restated Bylaws of Repare Therapeutics Inc.	8-K	001-39335	3.2	June 23, 2020
4.3	Form of Common Share Certificate.	S-1/A	333-238822	4.1	June 15, 2020
5.1*	Opinion of Stikeman Elliott LLP.				
23.1*	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.				
23.2*	Consent of Stikeman Elliott LLP (included in Exhibit 5.1).				
24.1*	Power of Attorney (included on the signature page of this Form S-8).				
99.1*	Inducement Award Agreement between Repare Therapeutics Inc. and Daniel Belanger, dated May 18, 2023.				
107*	Filing fee table.				

* Filed herewith.

ITEM 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

-
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in City of Montréal, Province of Québec, Canada, on this 30th day of May, 2023.

REPARE THERAPEUTICS INC.

By: /s/ Lloyd M. Segal

Name: Lloyd M. Segal

Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Lloyd M. Segal and Steve Forte, and each of them, as his or her true and lawful attorneys-in-fact and agents, each with the full power of substitution, for him or her and in his or her name, place or stead, in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Position</u>	<u>Date</u>
<u>/s/ Lloyd M. Segal</u> Lloyd M. Segal	President, Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	May 30, 2023
<u>/s/ Steve Forte</u> Steve Forte	Executive Vice President, Chief Financial Officer <i>(Principal Financial Officer and Principal Accounting Officer)</i>	May 30, 2023
<u>/s/Thomas Civik</u> Thomas Civik	Chairman of the Board of Directors	May 30, 2023
<u>/s/ David Bonita, M.D.</u> David Bonita, M.D.	Director	May 30, 2023
<u>/s/ Jerel Davis, Ph.D.</u> Jerel Davis, Ph.D.	Director	May 30, 2023
<u>/s/ Todd Foley</u> Todd Foley	Director	May 30, 2023
<u>/s/ Samarth Kulkarni, Ph.D.</u> Samarth Kulkarni, Ph.D.	Director	May 30, 2023
<u>/s/ Briggs Morrison, M.D.</u> Briggs Morrison, M.D.	Director	May 30, 2023
<u>/s/ Ann D. Rhoads</u> Ann D. Rhoads	Director	May 30, 2023
<u>/s/ Carol A. Schafer</u> Carol A. Schafer	Director	May 30, 2023

SIGNATURE OF AUTHORIZED U.S. REPRESENTATIVE OF THE REGISTRANT

Pursuant to the Securities Act, the undersigned, the duly authorized representative in the United States of the Registrant has signed this Registration Statement or amendment thereto on the 30th day of May, 2023.

REPARE THERAPEUTICS USA INC.

By: /s/ Lloyd M. Segal

Lloyd M. Segal
President and Chief Executive Officer

May 30, 2023

Repare Therapeutics Inc.

7210 Frederick-Banting Street, Suite 100
Saint-Laurent, Québec
H4S 2A1

Dear Sirs/Mesdames:

Re: Repare Therapeutics Inc.—Registration Statement on Form S-8

We have acted as Canadian counsel to Repare Therapeutics Inc. (the “**Corporation**”), a corporation governed on the date of this opinion by the *Business Corporations Act* (Québec), in connection with the registration of 240,000 common shares of the Corporation (the “**Shares**”) underlying an inducement award in the form of a stock option award granted to the Corporation’s Executive Vice President, Human Resources (the “**Participant**”) pursuant to the inducement award agreement between the Corporation and the Participant dated May 18, 2023 (the “**Award Agreement**”), with a per share exercise price of US\$9.83, pursuant to a Registration Statement on Form S-8 (the “**Registration Statement**”) filed on May 30, 2023 with the Securities and Exchange Commission under the Securities Act of 1933, as amended.

We have examined the Registration Statement, the Award Agreement and all such corporate and public records, statutes and regulations and have made such investigations and have reviewed such other documents as we have deemed relevant and necessary and have considered such questions of law as we have considered relevant and necessary in order to give the opinion hereinafter set forth. As to various questions of fact material to such opinions which were not independently established, we have relied upon a certificate of an officer of the Corporation.

In reviewing the foregoing documents and in giving this opinion, we have assumed the legal capacity of all individuals, the genuineness of all signatures, the veracity of the information contained therein, the authenticity of all documents submitted to us as originals and the conformity to authentic or original documents of all documents submitted to us as certified, conformed, electronic, photostatic or facsimile copies.

We are qualified to practice law in the Province of Québec and this opinion is rendered solely with respect to the Province of Québec and the federal laws of Canada applicable in the Province of Québec. This opinion is expressed with respect to the laws in effect on the date of this opinion and we do not accept any responsibility to take into account or inform the addressee, or any other person authorized to rely on this opinion, of any changes in law, facts or other developments subsequent to this date that do or may affect the opinion we express.

Based upon and subject to the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that, when the Shares shall have been issued pursuant to and in accordance with the terms of the Award Agreement, the Shares will be validly issued, fully paid and non-assessable.

Where this opinion refers to any of the Shares as being issued as being “fully paid and non-assessable”, such opinion assumes that all required consideration (in whatever form) has been paid or provided.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. This opinion may not be quoted from or referred to in any documents other than the Registration Statement as provided for herein without our prior written consent.

Yours very truly,

/s/ Stikeman Elliott LLP

Stikeman Elliott LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the New Hire Inducement Stock Option Grant of Repare Therapeutics Inc. of our report dated February 28, 2023, with respect to the consolidated financial statements of Repare Therapeutics Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2022, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Montreal, Canada
May 30, 2023

REPAIRE THERAPEUTICS INC.

STOCK OPTION GRANT NOTICE

(NONSTATUTORY STOCK OPTION GRANTED OUTSIDE OF THE 2020 EQUITY INCENTIVE PLAN)

Repare Therapeutics Inc. (the “**Company**”) hereby grants to Optionholder an option to purchase the number of the Company’s Common Shares set forth below. This option is granted outside of the Company’s 2020 Equity Incentive Plan (the “**Plan**”), but shall be subject to all of the terms and conditions of the Plan (as if it had been granted pursuant to the Plan), and shall be subject to all of the terms and conditions of this Stock Option Grant Notice and the Option Agreement, both of which, along with the Plan and the Notice of Exercise, are attached hereto and incorporated herein in their entirety.

Capitalized terms not explicitly defined herein but defined in the Plan or the Option Agreement will have the same definitions as in the Plan or the Option Agreement. If there is any conflict between the terms in this Stock Option Grant Notice and the Plan, the terms of the Plan will control. This option is granted in compliance with NASDAQ Listing Rule 5635(c)(4) as a material inducement to Optionholder entering into employment with the Company.

Optionholder:	Daniel Belanger
Date of Grant:	May 18, 2023
Vesting Commencement Date:	May 9, 2023
Number of Common Shares Subject to Option:	240,000
Exercise Price (per share):	\$9.83 USD
Total Exercise Price:	\$2,359,200 USD
Expiration Date:	May 9, 2033

Type of Grant: Nonstatutory Stock Option

Exercise Schedule: Same as Vesting Schedule

Vesting Schedule: Subject to Optionholder’s Continuous Service as of each such date.

Vest Schedule – Options

Vest Date	Vest Quantity
09-May-2024	60,000
09-Jun-2024	5,000
09-Jul-2024	5,000
09-Aug-2024	5,000
09-Sep-2024	5,000
09-Oct-2024	5,000
09-Nov-2024	5,000
09-Dec-2024	5,000
09-Jan-2025	5,000
09-Feb-2025	5,000
09-Mar-2025	5,000
09-Apr-2025	5,000
09-May-2025	5,000
09-Jun-2025	5,000
09-Jul-2025	5,000
09-Aug-2025	5,000
09-Sep-2025	5,000
09-Oct-2025	5,000
09-Nov-2025	5,000
09-Dec-2025	5,000
09-Jan-2026	5,000
09-Feb-2026	5,000
09-Mar-2026	5,000
09-Apr-2026	5,000
09-May-2026	5,000
09-Jun-2026	5,000
09-Jul-2026	5,000
09-Aug-2026	5,000
09-Sep-2026	5,000
09-Oct-2026	5,000
09-Nov-2026	5,000
09-Dec-2026	5,000
09-Jan-2027	5,000
09-Feb-2027	5,000
09-Mar-2027	5,000
09-Apr-2027	5,000
09-May-2027	5,000
	240,000

Payment: By one or a combination of the following items (described in the Option Agreement):

By cash, check, bank draft or money order payable to the Company

Pursuant to a Regulation T Program if the shares are publicly traded

Subject to the Company's consent at the time of exercise, by a "net exercise" or "net surrender" arrangement

Additional Terms/Acknowledgements: Optionholder acknowledges receipt of, and understands and agrees to, this Stock Option Grant Notice, the Option Agreement and the Plan. Optionholder acknowledges and agrees that this Stock Option Grant Notice and the Option Agreement may not be modified, amended or revised except as provided in the Plan. Optionholder further acknowledges that as of the Date of Grant, this Stock Option Grant Notice, the Option Agreement, and the Plan set forth the entire understanding between Optionholder and the Company regarding this option award and supersede all prior oral and written agreements, promises and/or representations on that subject with the exception of, if applicable, (i) equity awards previously granted and delivered to Optionholder, (ii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law and (iii) any written employment or severance arrangement or other written agreement entered into between the Company and Optionholder specifying the terms that should govern this option upon the terms and conditions set forth therein.

By accepting this option, Optionholder acknowledges having received and read the Stock Option Grant Notice, the Option Agreement and the Plan and agrees to all of the terms and conditions set forth in these documents. Optionholder consents to receive Plan and any other related documents by electronic delivery through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. Optionholder acknowledges and agrees that all information (including personal information) provided to the Company or an Affiliate in order to administer this option may be disclosed to third parties (including persons located in jurisdictions other than the Optionholder's jurisdiction of residence) and may be disclosed to such persons, in connection with the administration of this option.

REPARE THERAPEUTICS INC.

By: /s/ Steve Forte
Steve Forte
Title: EVP & CFO
Date: May 18, 2023

OPTIONHOLDER:

/s/ Daniel Belanger
Daniel Belanger
Date: May 29, 2023

ATTACHMENTS: Option Agreement, 2020 Equity Incentive Plan and Notice of Exercise

ATTACHMENT I

REPARE THERAPEUTICS INC.

OPTION AGREEMENT
(NONSTATUTORY STOCK OPTION GRANTED OUTSIDE OF THE 2020 EQUITY INCENTIVE PLAN)

Pursuant to your Stock Option Grant Notice (“**Grant Notice**”) and this Option Agreement, Repare Therapeutics Inc. (the “**Company**”) has granted you an option to purchase the number of shares of the Company’s Common Shares indicated in your Grant Notice at the exercise price indicated in your Grant Notice. The option is granted to you effective as of the date of grant set forth in the Grant Notice (the “**Date of Grant**”). The option shall be a Nonstatutory Stock Option and is granted outside of, but subject to the terms of, the Company’s 2020 Equity Incentive Plan (the “**Plan**”) and other relevant Plan provisions as if the option had been granted under the plan. If there is any conflict between the terms in this Option Agreement and the Plan, the terms of the Plan will control. Capitalized terms not explicitly defined in this Option Agreement or in the Grant Notice but defined in the Plan will have the same definitions as in the Plan. This option is granted in compliance with NASDAQ Listing Rule 5635(c)(4) as a material inducement to you entering into employment with the Company.

The details of your option, in addition to those set forth in the Grant Notice and the Plan, are as follows:

- 1. VESTING.** Subject to the provisions contained herein, your option will vest as provided in your Grant Notice. Vesting will cease upon the termination of your Continuous Service (as such date is determined in accordance with Section 6).
- 2. NUMBER OF SHARES AND EXERCISE PRICE.** The number of Common Shares subject to your option and your exercise price per share in your Grant Notice will be adjusted for Capitalization Adjustments.
- 3. METHOD OF PAYMENT.** You must pay the full amount of the exercise price for the shares you wish to exercise. You may pay the exercise price in cash or by check, bank draft or money order payable to the Company or in any other manner **permitted by your Grant Notice**, which may include one or more of the following:

(a) Provided that at the time of exercise the Common Shares are publicly traded, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Shares, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds. This manner of payment is also known as a “broker-assisted exercise”, “same day sale”, or “sell to cover”.

(b) Subject to the consent of the Company at the time of exercise, by a “net exercise” or “net surrender” arrangement by surrendering to the Company for cancellation a portion of your option with respect to the minimum number of shares with a Fair Market Value equal to the aggregate exercise price and all applicable withholding taxes, provided, however that such tax withholding shall not exceed the maximum statutory tax rate applicable to you. You must pay any remaining balance of the aggregate exercise price not satisfied by the “net surrender” in cash or other permitted form of payment. Common Shares will no longer be outstanding under your option and will not be exercisable thereafter if those shares (i) are surrendered by you to pay the exercise price or applicable tax withholding obligations pursuant to the “net surrender,” and (ii) are delivered to you as a result of such exercise.

4. WHOLE SHARES. You may exercise your option only for whole Common Shares.

5. SECURITIES LAW COMPLIANCE. In no event may you exercise your option unless the Common Shares issuable upon exercise are then registered under the Securities Act or, if not registered, the Company has determined that your exercise and the issuance of the shares would be exempt from the registration requirements of the Securities Act and would be in compliance with other applicable securities law. The exercise of your option also must comply with all other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations.

6. TERM. You may not exercise your option before the Date of Grant or after the expiration of the option's term. The term of your option expires, subject to the provisions of Section 5(h) of the Plan, upon the earliest of the following:

(a) immediately on the date of termination of your Continuous Service for Cause;

(b) three (3) months after the date of termination of your Continuous Service for any reason other than Cause, your Disability or your death (except as otherwise provided in Section 6(d) below); *provided, however*, that if during any part of such three (3) month period your option is not exercisable solely because of the condition set forth in the section above regarding "Securities Law Compliance," your option will not expire until the earlier of the Expiration Date or until it has been exercisable for an aggregate period of three (3) months after the date of termination of your Continuous Service; *provided further*, if during any part of such three (3) month period, the sale of any Common Shares received upon exercise of your option would violate the Company's insider trading policy, then your option will not expire until the earlier of the Expiration Date or until it has been exercisable for an aggregate period of three (3) months after the date of termination of your Continuous Service during which the sale of the Common Shares received upon exercise of your option would not be in violation of the Company's insider trading policy. Notwithstanding the foregoing, if (i) you are a Non-Exempt Employee, (ii) your Continuous Service terminates within six (6) months after the Date of Grant, and (iii) you have vested in a portion of your option at the time of your termination of Continuous Service, your option will not expire until the earlier of (x) the later of (A) the date that is seven (7) months after the Date of Grant, and (B) the date that is three (3) months after the date of termination of your Continuous Service, and (y) the Expiration Date;

(c) twelve (12) months after the termination of your Continuous Service due to your Disability (except as otherwise provided in Section 6(d) below);

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates for any reason other than Cause;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

Notwithstanding anything in the Plan, this Option Agreement or any other agreement between you and the Company or an Affiliate, your Continuous Service will be deemed to have terminated on your last day of actual and active employment with the Company or an Affiliate, whether that day is selected by agreement with you, unilaterally by the Company or the applicable Affiliate or otherwise and whether

advance notice (pursuant to contract, civil or common law) is or is not given to you. Without limiting the generality of the foregoing, except if required by applicable employment standards legislation, no period of notice or payment in lieu of notice that follows or is in respect of a period that follows your last day of actual and active employment shall be deemed to extend your period of employment for any purpose, including for the purpose of determining any of your rights or entitlements under the Plan or this Option Agreement. Except as required by applicable employment standards legislation, you will not be entitled to damages or any compensation for any loss or in lieu of receiving any benefit under the Plan or this Option Agreement due to the termination of your employment, including compensation or damages in respect of any option that does not vest or is not awarded as a result of the termination of your employment with the Company or an Affiliate.

7. EXERCISE.

(a) You may exercise the vested portion of your option (and the unvested portion of your option if your Grant Notice so permits) during its term by (i) delivering a Notice of Exercise (in a form designated by the Company) or completing such other documents and/or procedures designated by the Company for exercise and (ii) paying the exercise price and any applicable withholding taxes to the Company's Secretary, equity plan administrator, or such other person as the Company may designate, together with such additional documents as the Company may then require.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (i) the exercise of your option, (ii) the lapse of any substantial risk of forfeiture to which the Common Shares are subject at the time of exercise, or (iii) the disposition of Common Shares acquired upon such exercise.

(c) By accepting your option you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any Common Shares or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the "**Lock-Up Period**"); *provided, however*, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your Common Shares until the end of such period. You also agree that any transferee of any Common Shares (or other securities) of the Company held by you will be bound by this Section 7(c). The underwriters of the Company's shares are intended third party beneficiaries of this Section 7(c) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8. TRANSFERABILITY. Except as otherwise provided in this Section 8, your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you.

(a) **Certain Trusts.** Upon receiving written permission from the Board or its duly authorized designee, you may transfer your option to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable law) while the option is held in the trust. You and the trustee must enter into transfer and other agreements required by the Company.

(b) Domestic Relations Orders. Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your option pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by applicable law that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this option with the Company prior to finalizing the domestic relations order or marital settlement agreement to help ensure the required information is contained within the domestic relations order or marital settlement agreement.

(c) Beneficiary Designation. Upon receiving written permission from the Board or its duly authorized designee, you may, by delivering written notice to the Company, in a form approved by the Company and any broker designated by the Company to handle option exercises, designate a third party who, on your death, will thereafter be entitled to exercise this option and receive the Common Shares or other consideration resulting from such exercise. In the absence of such a designation, your executor or administrator of your estate will be entitled to exercise this option and receive, on behalf of your estate, the Common Shares or other consideration resulting from such exercise.

9. OPTION NOT A SERVICE CONTRACT. Your option is not an employment or service contract, and nothing in your option will be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option will obligate the Company or an Affiliate, their respective shareholders, boards of directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

10. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your option, in whole or in part, and at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a “same day sale” pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, provincial, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

(b) Upon your request and subject to approval by the Company, and compliance with any applicable legal conditions or restrictions, you may surrender to the Company for cancellation a portion of your option with an in-the-money value not in excess of the maximum amount of tax permitted to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes).

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company will have no obligation to issue a certificate for such Common Shares or release such Common Shares from any escrow provided for herein, if applicable, unless such obligations are satisfied.

11. TAX CONSEQUENCES. You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You will not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that, to the extent applicable, this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the “fair market value” per Common Share on the Date of Grant and there is no other impermissible deferral of compensation associated with the option.

12. NOTICES. Any notices provided for in your option or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to this option by electronic means or to request your consent to receive this option by electronic means. By accepting this option, you consent to receive such documents by electronic delivery through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. GOVERNING PLAN DOCUMENT. Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. If there is any conflict between the provisions of your option and those of the Plan, the provisions of the Plan will control. In addition, your option (and any compensation paid or shares issued under your option) is subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law.

14. OTHER DOCUMENTS. You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. In addition, you acknowledge receipt of the Company’s policy permitting certain individuals to sell shares only during certain “window” periods and the Company’s insider trading policy, in effect from time to time.

15. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of this option will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company’s or any Affiliate’s employee benefit plans.

16. VOTING RIGHTS. You will not have voting or any other rights as a shareholder of the Company with respect to the shares to be issued pursuant to this option until such shares are issued to you. Upon such issuance, you will obtain full voting and other rights as a shareholder of the Company. Nothing contained in this option, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

17. SEVERABILITY. If all or any part of this Option Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Option Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Option Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

18. MISCELLANEOUS.

(a) The rights and obligations of the Company under your option will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your option.

(c) You acknowledge and agree that you have reviewed your option in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your option, and fully understand all provisions of your option.

(d) This Option Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Option Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(f) You acknowledge and agree that acceptance of your option is entirely voluntary and not obligatory and shall not be interpreted as conferring upon you any rights or privileges other than those rights and privileges expressly provided in the Plan and this Option Agreement.

(g) You and the Company have expressly required that this Option Agreement and all documents relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres documents qui y sont afférents soient rédigés en langue anglaise.*

Calculation of Filing Fee Tables
Form S-8
Repare Therapeutics Inc.

Table 1 – Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Fees to be Paid	Equity	Common shares, no par value per share	Other ⁽²⁾	240,000 ⁽³⁾	\$9.83	\$2,359,200.00	0.00011020	\$259.98
Fees Previously Paid	–	–	–	–	–	–	–	–
	Total Offering Amounts				–	\$2,359,200.00	–	\$259.98
	Total Fees Previously Paid				–	–	–	–
	Total Fee Offsets				–	–	–	–
	Net Fee Due				–	–	–	\$259.98

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “**Securities Act**”), this Registration Statement shall also cover any additional common shares, no par value (the “**Common Shares**”), of the Registrant that become issuable under the new hire inducement stock option award by reason of any share dividend, share split, recapitalization or any other similar transaction that results in an increase in the number of the Registrant’s outstanding Common Shares.
- (2) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) promulgated under the Securities Act. The maximum offering price per share and the maximum aggregate offering price are calculated on the basis of \$9.83 per share, the exercise price of the new hire inducement stock option award granted by the Registrant to its Executive Vice President, Human Resources as a material inducement to his acceptance of employment with the Registrant in accordance with Rule 5635(c)(4) of the Nasdaq Listing Rules.
- (3) Represents Common Shares of the Registrant reserved for issuance upon the exercise of the new hire inducement stock option award granted outside of the Registrant’s 2020 Equity Incentive Plan to the Registrant’s Executive Vice President, Human Resources.