UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 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: 001-39335

Repare Therapeutics Inc.

(Exact Name of Registrant as Specified in its Charter)

Québec	**Not applicable**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
7210 Frederick-Banting, Suite 100 St-Laurent, Québec, Canada	**H4S 2A1**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (857) 412-7018

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 shares, no par value	RPTX	The Nasdaq Stock Market LLC

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

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

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

As of July 31, 2022, there were 41,937,795 of the registrant's common shares, no par value per share, outstanding.

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SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q, including statements regarding our strategy, future financial condition, future operations, research and development costs, plans and objectives of management, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "aim," "anticipate," "assume," "believe," "contemplate," "continue," "could," "design," "due," "estimate," "expect," "goal," "intend," "may," "objective," "plan," "predict," "positioned," "potential," "seek," "should," "target," "will," "would" and other similar expressions that are predictions of or indicate future events and future trends, or the negative of these terms or other comparable terminology. Although we believe that we have a reasonable basis for each forward-looking statement contained in this Quarterly Report on Form 10-Q, we caution you that these statements are based on a combination of facts and factors currently known by us and our expectations of the future, about which we cannot be certain.

The forward-looking statements in this Quarterly Report on Form 10-Q include, among other things, statements about:

- the initiation, timing, progress and results of our current and future preclinical studies and clinical trials and related preparatory work and the period during which the results of the trials will become available, as well as our research and development programs;
- our estimates regarding expenses, future revenue, capital requirements and needs for additional financing;
- our ability to obtain regulatory approval of RP-6306 and any of our current and future product candidates that we develop;
- our ability to identify and develop additional product candidates using our SNIPRx platform;
- business disruptions affecting the initiation, patient enrollment, development and operation of our clinical trials, including a public health emergency or pandemic, such as the coronavirus disease, or COVID-19 pandemic;
- the evolving impact of the COVID-19 pandemic and any variants on our operations, the continuity of our business, including our preclinical studies and clinical trials, supply chains, general economic conditions and our ability to raise additional capital;
- our ability to enroll patients in clinical trials, to timely and successfully complete those trials and to receive necessary regulatory approvals;
- the timing of completion of enrollment and availability of data from our current preclinical studies and clinical trials, including our Phase 1/2 clinical trial of RP-3500 and our Phase 1 clinical trials of RP-6306;
- the expected timing of filings with regulatory authorities for any product candidates that we develop, including RP-2119;
- our expectations regarding the potential market size and the rate and degree of market acceptance for any product candidates that we develop;
- the effects of competition with respect to RP-3500, RP-6306 or any of our other current or future product candidates, as well as innovations by current and future competitors in our industry;
- our ability to fund our working capital requirements;
- our intellectual property position, including the scope of protection we are able to establish, maintain and enforce for intellectual property rights covering our product candidates;
- our financial performance and our ability to effectively manage our anticipated growth;
- our ability to obtain additional funding for our operations; and
- other risks and uncertainties, including those listed under the section titled "Risk Factors" in this Quarterly Report.

Although we believe that the expectations reflected in these forward-looking statements are reasonable, these statements relate to our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management and expected market growth, and involve known and unknown risks, uncertainties and other factors including, without limitation, risks, uncertainties and assumptions regarding the impact of the COVID-19 pandemic on our business, operations, strategy, goals and anticipated timelines, our ongoing and planned preclinical activities, our ability to initiate, enroll, conduct or complete ongoing and planned clinical trials, our timelines for regulatory submissions and our financial position that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. You are urged to carefully review the disclosures we make concerning these risks and other factors that may affect our business and operating results in this Quarterly Report on Form 10-Q. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document. Except as required by law, we do not intend, and undertake no obligation, to update any forward-looking information to reflect events or circumstances.

SUMMARY RISK FACTORS

Investing in our common shares involves numerous risks, including the risks described in "Part II—Item 1A. Risk Factors" of this Quarterly Report on Form 10-Q. Below are some of our principal risks, any one of which could materially adversely affect our business, financial condition, results of operations, and prospects:

- Our limited operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.
- We will require substantial additional funding to finance our operations. If we are unable to raise capital when needed, we could be forced to delay, reduce, or terminate certain of our product development programs or other operations.
- We are very early in our development efforts. If we are unable to advance our product candidates into and through clinical development, obtain regulatory approval and ultimately commercialize any of our product candidates, or experience significant delays in doing so, our business will be materially harmed.
- Our business substantially depends upon the successful development of product candidates generated through the application of our SNIPRx platform, and in particular, our initial product candidates, RP-3500 and RP-6306. If we, or our collaborators, are unable to obtain regulatory approval for, and successfully commercialize, products developed through the application of our SNIPRx platform, our business may be materially harmed.
- The effects of health epidemics, including the ongoing COVID-19 pandemic, in regions where we, or the third parties on which we rely, have business operations could adversely impact our business, including our preclinical studies and clinical trials. The COVID-19 pandemic could materially affect our operations, including at our offices in Montréal and in the Boston Metro Area, and at our clinical trial sites, as well as the business or operations of our CROs or other third parties with whom we conduct business.
- The successful development of targeted therapeutics, including our portfolio of synthetic lethality small molecule inhibitors, as well as any related diagnostics, is highly uncertain.
- The regulatory approval processes of the FDA and comparable foreign regulatory authorities are lengthy, time consuming and inherently unpredictable, and if we are ultimately unable to obtain regulatory approval for our product candidates, on a timely basis or at all, our business will be substantially harmed.
- Synthetic lethality represents an emerging class of precision medicine targets, and negative perceptions of the efficacy, safety, or tolerability of this class of targets, including any that we develop, could adversely affect our ability to conduct our business, advance our product candidates or obtain regulatory approvals.
- We may not be successful in applying our SNIPRx platform to discover synthetic lethality targets with therapeutic and commercial potential or in the discovery and development of commercially viable product candidates for us or our collaborators.
- Difficulty in enrolling patients could delay or prevent clinical trials of our product candidates. We may find it difficult to enroll patients in our ongoing and planned clinical trials with the genomic alterations that these trials are designed to target.
- We face substantial competition, which may result in others developing or commercializing drugs before or more successfully than us.
- Our current and future collaborations will be important to our business. If we are unable to enter into new collaborations, or if these collaborations are not successful, our business could be adversely affected.
- We rely on third parties to supply and manufacture our product candidates, and we expect to continue to rely on third parties to manufacture our products, if approved. The development of such product candidates and the commercialization of any products, if approved, could be stopped, delayed, or made less profitable if any such third party fails to provide us with sufficient quantities of product candidates or products, or fails to do so at acceptable quality levels or prices, or fails to maintain or achieve satisfactory regulatory compliance.
- Our success depends in part on our ability to obtain intellectual property rights for our proprietary technologies and product candidates, as well as our ability to protect our intellectual property. It is difficult and costly to protect our proprietary rights and technology, and we may not be able to ensure their protection.
- Our future success depends on our ability to retain key executives and to attract, retain and motivate qualified personnel.
- The trading price of our common shares has been and is likely to continue to be volatile and fluctuate substantially.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

Repare Therapeutics Inc.
Condensed Consolidated Balance Sheets
(Unaudited)
(Amounts in thousands of U.S. dollars, except share data)

	As of June 30, 2022	As of December 31, 2021
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 275,834	$ 334,427
Marketable securities	6,255	7,439
Research and development tax credits receivable	2,598	2,580
Income tax receivable	799	—
Other receivables	1,010	654
Prepaid expenses	3,242	6,314
Total current assets	289,738	351,414
Property and equipment, net	5,124	5,604
Operating lease right-of-use assets	6,456	7,491
Other assets	497	586
Deferred tax assets	6,229	3,620
TOTAL ASSETS	$ 308,044	$ 368,715
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 4,991	$ 2,302
Accrued expenses and other current liabilities	20,459	18,622
Operating lease liability, current portion	2,135	1,721
Deferred revenue, current portion	11,855	11,921
Income tax payable	—	523
Total current liabilities	39,440	35,089
Operating lease liability, net of current portion	4,495	5,592
Deferred revenue, net of current portion	38,592	39,613
TOTAL LIABILITIES	82,527	80,294
SHAREHOLDERS' EQUITY		
Preferred shares, no par value per share; unlimited shares authorized as of June 30, 2022 and December 31, 2021, respectively; 0 shares issued and outstanding as of June 30, 2022, and December 31, 2021, respectively	—	—
Common shares, no par value per share; unlimited shares authorized as of June 30, 2022 and December 31, 2021; 41,923,472 and 41,850,162 shares issued and outstanding as of June 30, 2022 and December 31, 2021, respectively	481,380	480,699
Additional paid-in capital	27,253	17,988
Accumulated deficit	(283,116)	(210,266)
Total shareholders' equity	225,517	288,421
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 308,044	$ 368,715

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

Repare Therapeutics Inc.
Condensed Consolidated Statements of Operations and Comprehensive Loss
(Unaudited)
(Amounts in thousands of U.S. dollars, except share and per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Revenue:				
Collaboration agreements	$ 679	$ 279	$ 1,087	$ 445
Operating expenses:				
Research and development, net of tax credits	31,475	20,205	57,933	36,714
General and administrative	7,938	6,741	16,717	11,978
Total operating expenses	39,413	26,946	74,650	48,692
Loss from operations	(38,734)	(26,667)	(73,563)	(48,247)
Other income (expense), net				
Realized and unrealized gain (loss) on foreign exchange	141	(94)	124	(125)
Interest income	544	38	673	102
Other expense	(11)	(7)	(19)	(14)
Total other income (expense), net	674	(63)	778	(37)
Loss before income taxes	(38,060)	(26,730)	(72,785)	(48,284)
Income tax recovery (expense)	(33)	421	(65)	558
Net loss and comprehensive loss	$ (38,093)	$ (26,309)	$ (72,850)	$ (47,726)
Net loss attributable to common shareholders—basic and diluted	$ (38,093)	$ (26,309)	$ (72,850)	$ (47,726)
Net loss per share attributable to common shareholders—basic and diluted	$ (0.91)	$ (0.71)	$ (1.74)	$ (1.29)
Weighted-average common shares outstanding—basic and diluted	41,899,509	37,036,683	41,880,666	36,977,040

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

Repare Therapeutics Inc.
Condensed Consolidated Statements of Shareholders' Equity
(Unaudited)
(Amounts in thousands of U.S. dollars, except share data)

	Common Shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Equity
	Shares	Amount			
Balance, December 31, 2020	36,902,924	$ 384,313	$ 5,875	$ (103,358)	$ 286,830
Exercise of stock options	87,786	297	(114)	—	183
Share-based compensation expense	—	—	2,057	—	2,057
Net loss and comprehensive loss	—	—	—	(21,417)	(21,417)
Balance, March 31, 2021	36,990,710	$ 384,610	$ 7,818	$ (124,775)	$ 267,653
Exercise of stock options	115,497	731	(282)	—	449
Share-based compensation expense	—	—	3,183	—	3,183
Issuance of common shares	3,299	113	—	—	113
Net loss and comprehensive loss	—	—	—	(26,309)	(26,309)
Balance, June 30, 2021	37,109,506	$ 385,454	$ 10,719	$ (151,084)	$ 245,089
Balance, December 31, 2021	41,850,162	$ 480,699	$ 17,988	$ (210,266)	$ 288,421
Exercise of stock options	12,235	46	(18)	—	28
Share-based compensation expense	—	—	4,755	—	4,755
Issuance of common shares under the 2020 Employee Share Purchase Plan	16,807	303	(90)	—	213
Net loss and comprehensive loss	—	—	—	(34,757)	(34,757)
Balance, March 31, 2022	41,879,204	$ 481,048	$ 22,635	$ (245,023)	$ 258,660
Exercise of stock options	44,268	332	(127)	—	205
Share-based compensation expense	—	—	4,745	—	4,745
Net loss and comprehensive loss	—	—	—	(38,093)	(38,093)
Balance, June 30, 2022	41,923,472	$ 481,380	$ 27,253	$ (283,116)	$ 225,517

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

Repare Therapeutics Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)
(Amounts in thousands of U.S. dollars)

	Six Months Ended June 30,	
	2022	**2021**
Cash Flows From Operating Activities:		
Net loss and comprehensive loss for the period	$ (72,850)	$ (47,726)
Adjustments to reconcile net loss to net cash used in operating activities:		
Share-based compensation expense	9,500	5,240
Depreciation expense	1,039	734
Non-cash lease expense	1,091	748
Foreign exchange gain	(136)	(13)
Amortization of premiums on marketable securities	34	54
Deferred tax	(2,609)	(626)
Changes in operating assets and liabilities:		
Prepaid expenses	3,072	4,622
Research and development tax credits receivable	(31)	(627)
Other receivables	(358)	556
Other non-current assets	89	—
Accounts payable	2,698	1,155
Accrued expenses and other current liabilities	3,334	4,509
Operating lease liability, current portion	460	(272)
Income taxes	(1,322)	44
Operating lease liability, net of current portion	(1,123)	(238)
Deferred revenue	(1,087)	(445)
Net cash used in operating activities	(58,199)	(32,285)
Cash Flows From Investing Activities:		
Purchases of property and equipment	(2,056)	(1,201)
Proceeds from maturities of marketable securities	5,150	3,750
Purchase of marketable securities	(4,000)	(3,438)
Net cash used in investing activities	(906)	(889)
Cash Flows From Financing Activities:		
Proceeds from exercise of stock options	233	632
Proceeds from issuance of common stock under the 2020 Employee Share Purchase Plan	213	—
Net cash provided by financing activities	446	632
Effect of exchange rate fluctuations on cash held	66	(1)
Net Decrease In Cash And Cash Equivalents And Restricted Cash	**(58,593)**	**(32,543)**
Cash and cash equivalents and restricted cash at beginning of period	334,427	326,396
Cash and cash equivalents and restricted cash at end of period	**$ 275,834**	**$ 293,853**
Reconciliation Of Cash And Cash Equivalents And Restricted Cash		
Cash and cash equivalents	$ 275,834	$ 293,635
Restricted cash	—	218
Total cash and cash equivalents and restricted cash	**$ 275,834**	**$ 293,853**
Supplemental Disclosure Of Cash Flow Information:		
Property and equipment purchases incurred but not yet paid	$ 222	$ 38
Right-of-use asset obtained in exchange for new operating lease liability	$ 56	$ 705

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

1. Organization and Nature of Business

Repare Therapeutics Inc. ("Repare" or the "Company") is a precision medicine oncology company focused on the development of synthetic lethality-based therapies for patients with cancer. The Company was incorporated under the *Canada Business Corporations Act* on September 6, 2016. On June 23, 2020, immediately prior to the completion of its initial public offering (the "IPO"), the Company was continued as a corporation under the *Business Corporations Act (Québec)*. The Company's common shares are listed on the Nasdaq Global Select Market under the ticker symbol "RPTX".

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in conformity with generally accepted accounting principles in the United States of America ("U.S. GAAP"). Any reference in these notes to applicable guidance is meant to refer to the authoritative U.S. GAAP as found in the Accounting Standards Codification ("ASC") and as amended by Accounting Standards Updates ("ASU") of the Financial Accounting Standards Board ("FASB").

The unaudited condensed consolidated financial statements have been prepared on the same basis as the audited annual consolidated financial statements as of and for the year ended December 31, 2021, and, in the opinion of management, reflect all adjustments, consisting of normal recurring adjustments, necessary for the fair presentation of the Company's consolidated financial position as of June 30, 2022, the consolidated results of its operations for the three and six months ended June 30, 2022 and 2021, its statements of shareholders' equity for the three and six months ended June 30, 2022 and 2021 and its consolidated cash flows for the six months ended June 30, 2022 and 2021.

These unaudited condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and the accompanying notes for the year ended December 31, 2021 included in the Company's Annual Report on Form 10-K, filed with the Securities and Exchange Commission (the "SEC") on March 1, 2022 (the "Annual Report"). The condensed consolidated balance sheet data as of December 31, 2021 presented for comparative purposes was derived from the Company's audited consolidated financial statements but does not include all disclosures required by U.S. GAAP. The results for the three and six months ended June 30, 2022 are not necessarily indicative of the operating results to be expected for the full year or for any other subsequent interim period.

The Company's significant accounting policies are disclosed in the audited consolidated financial statements for the year ended December 31, 2021 included in the Annual Report. There have been no changes to the Company's significant accounting policies since the date of the audited consolidated financial statements for the year ended December 31, 2021 included in the Annual Report.

Principles of Consolidation

These unaudited condensed consolidated financial statements of the Company include the accounts of the Company and its wholly-owned subsidiary, Repare Therapeutics USA Inc. ("Repare USA"), which was incorporated under the laws of Delaware on June 1, 2017. The financial statements of Repare USA are prepared for the same reporting period as the parent company, using consistent accounting policies. All intra-group transactions, balances, income, and expenses are eliminated in full upon consolidation.

Smaller Reporting Company

We qualify as a "smaller reporting company" under the Exchange Act as of June 30, 2022 because the market value of our common shares held by non-affiliates was less than $560 million as of June 30, 2022 and our revenue for the year ended December 31, 2021 were less than $100 million. As a smaller reporting company, we may rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. For so long as we remain a smaller reporting company, we are permitted and intend to rely on such exemptions from certain disclosure and other requirements that are applicable to other public companies that are not smaller reporting companies.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in consolidated financial statements and accompanying notes. Significant estimates and

assumptions reflected in these unaudited condensed consolidated financial statements include, but are not limited to, estimates related to revenue recognition, accrued research and development expenses, share-based compensation, right-of-use assets and lease liabilities and income taxes. Estimates are periodically reviewed in light of changes in circumstances, facts and experience. The Company bases its estimates on historical experience and other market specific or other relevant assumptions that it believes to be reasonable under the circumstances. Actual results could materially differ from those estimates. Changes in estimates are recorded in the period in which they become known.

COVID-19 Pandemic

With the continued spread of the ongoing COVID-19 pandemic, including variants of COVID-19, the Company established a cross-functional task force and has implemented business continuity plans designed to address and mitigate the impact of the COVID-19 pandemic on its employees and its business, including its preclinical studies and its ongoing and planned clinical trials. The Company has taken measures to secure its research and development activities, while work in its laboratories and facilities has been re-organized to reduce risk of COVID-19 transmission. While the Company is experiencing limited financial impacts at this time, given the global economic slowdown, the overall disruption of global healthcare systems and the other risks and uncertainties associated with the COVID-19 pandemic, the Company's business, financial condition, and results of operations could be materially adversely affected. The Company cannot predict the ultimate impact, if any, of the COVID-19 pandemic related to both known and unknown risks, including future quarantines, closures and other restrictions resulting from the pandemic. The Company continues to monitor the COVID-19 pandemic as it evolves its business continuity plans, clinical development plans and response strategy.

The Company's clinical trial sites may be affected by the COVID-19 outbreak due to prioritization of hospital resources toward the COVID-19 outbreak, travel or quarantine restrictions imposed by governments, and the inability to access sites for initiation, patient enrollment and monitoring. As a result, patient screening, new patient enrollment, monitoring and data collection may be affected or delayed. The Company is aware that several clinical sites involved in its clinical studies temporarily stopped or delayed enrolling new patients, with exemptions if appropriate, and it is possible that these or other clinical sites may be similarly affected in the future. These developments may delay the Company's clinical trial timelines. Some of the Company's third-party manufacturers, which it uses for the supply of materials for product candidates or other materials necessary to manufacture product to conduct preclinical tests and clinical trials, and contract research organizations may be impacted by COVID-19. Should they experience disruptions, such as temporary closures or suspension of services, the Company would likely experience delays in advancing clinical trials. As of the date of these financial statements, the Company is not aware of any specific event or circumstance that would require the Company to update its estimates, assumptions and judgments or revise the carrying value of its assets or liabilities. Actual results could differ from these estimates, and any such differences may be material to the Company's consolidated financial statements.

3. Fair Value Measurements

The following table presents information about the Company's financial assets measured at fair value on a recurring basis and indicates the level of the fair value hierarchy utilized to determine such fair values as of June 30, 2022 and December 31, 2021:

Description	Financial Assets	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)
		(in thousands)		
As of June 30, 2022				
Assets				
Cash equivalents				
Money market funds	$ 218,740	$ 218,740	$ —	$ —
Marketable securities				
U.S. Treasury notes	6,255	6,255	—	—
Total financial assets	$ 224,995	$ 224,995	$ —	$ —
As of December 31, 2021				
Assets				
Cash equivalents				
Money market funds	$ 2,535	$ 2,535	$ —	$ —
Marketable securities				
U.S. Treasury notes	7,439	7,439	—	—
Total financial assets	$ 9,974	$ 9,974	$ —	$ —

When developing fair value estimates, the Company maximizes the use of observable inputs and minimizes the use of unobservable inputs. When available, the Company uses quoted market prices to measure the fair value. The valuation technique used to measure fair value for the Company's Level 1 assets is a market approach, using prices and other relevant information generated by market transactions involving identical or comparable assets. If market prices are not available, the fair value measurement is based on models that use primarily market-based parameters including yield curves, volatilities, credit ratings and currency rates. In certain cases where market rate assumptions are not available, the Company is required to make judgements about assumptions market participants would use to estimate the fair value of a financial instrument.

During the six months ended June 30, 2022, there were no transfers between fair value measure levels.

4. Cash and Cash Equivalents and Marketable Securities

As of June 30, 2022 and December 31, 2021, cash and cash equivalents and marketable securities were comprised of the following:

	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
		(in thousands)		
As of June 30, 2022				
Money market funds included in cash and cash equivalents	$ 218,740	$ —	$ —	$ 218,740
Marketable securities:				
U.S. Treasury notes	6,255	—	—	6,255
Total	$ 224,995	$ —	$ —	$ 224,995
As of December 31, 2021				
Money market funds included in cash and cash equivalents	$ 2,535	$ —	$ —	$ 2,535
Marketable securities:				
U.S. Treasury notes	7,439	—	—	7,439
Total	$ 9,974	$ —	$ —	$ 9,974

The amortized cost of marketable securities at June 30, 2022 is equal to their fair value. Accordingly, no unrealized gains or losses were recognized in the six months ended June 30, 2022 and 2021.

The maturities of the Company's money market funds included in cash and cash equivalents, and marketable securities is less than one year.

5. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities as of June 30, 2022 and December 31, 2021 consisted of the following:

	June 30, 2022	December 31, 2021
	(in thousands)	
Accrued compensation and benefits	$ 3,694	$ 4,867
Accrued research and development expense	15,106	11,272
Accrued professional services	844	387
Accrued property and equipment purchases	222	1,719
Other	593	377
Total accrued expenses and other current liabilities	$ 20,459	$ 18,622

6. Collaboration and License Agreement

In May 2020, the Company entered into a collaboration and license agreement with Bristol-Myers Squibb Company ("Bristol Myers Squibb"), pursuant to which the Company and Bristol Myers Squibb have agreed to collaborate in the research and development of potential new product candidates for the treatment of cancer (the "BMS Agreement"). The Company is providing Bristol Myers Squibb access to a selected number of its existing screening campaigns and novel campaigns. The Company is responsible for carrying out early-stage research activities directed to identifying potential targets for potential licensing by Bristol Myers Squibb, in accordance with a mutually agreed upon research plan, and will be solely responsible for such costs. The collaboration consists of programs directed to both druggable targets and to targets commonly considered undruggable to traditional small molecule approaches. Upon Bristol Myers Squibb's election to exercise its option to obtain exclusive worldwide licenses for the subsequent development, manufacturing and commercialization of a program, Bristol Myers Squibb will then be solely responsible for all such worldwide activities and costs.

The collaboration term will expire 42 months after the effective date of the BMS Agreement. The BMS Agreement will expire, assuming that Bristol Myers Squibb has exercised at least one option for a program, on a licensed product-by-licensed product and country-by-country basis on expiration of the applicable royalty term and in its entirety upon expiration of the last royalty term. Either party may terminate earlier upon an uncured material breach of the agreement by the other party, or the insolvency of the other party. Additionally, Bristol Myers Squibb may terminate the BMS Agreement for any or no reason on a program-by-program basis upon specified written notice.

Under the terms of the BMS Agreement, Bristol Myers Squibb paid the Company an initial nonrefundable upfront fee of $50.0 million in June 2020. The Company is also entitled to receive up to $301.0 million in total milestones on a program-by-program basis, consisting of $176.0 million in the aggregate for certain specified research, development and regulatory milestones and $125.0 million in the aggregate for certain specified commercial milestones. The Company is further entitled to a tiered percentage royalty on annual net sales ranging from high-single digits to low-double digits, subject to certain specified reductions.

The Company assessed the BMS Agreement in accordance with ASC 606, Revenue from Contracts with Customers, and concluded that Bristol Myers Squibb is a customer based on the agreement structure. At inception, the Company identified several performance obligations under the BMS Agreement, being (i) research activities for each campaign over the collaboration term, as well as (ii) a selected number of material rights associated with options to obtain exclusive development, manufacturing, and commercial licenses to targets identified. The Company determined that the options to obtain the exclusive development, manufacturing and commercialization licenses were material rights under ASC 606 because there are minimal amounts to be paid to the Company upon exercise of such options.

The Company determined that the transaction price at the onset of the BMS agreement is the total non-refundable upfront payment received of $50.0 million. Additional consideration is to be paid to the Company upon the exercise of options to license targets and future milestone payments. The Company utilized the most likely method approach and concluded that these amounts were constrained as they represent option fees and milestone payments that can only be achieved subsequent to option exercises. As such, the Company excluded this additional consideration from the transaction price.

The Company has allocated the transaction price of $50.0 million to each performance obligation based on the relative stand-alone selling price of each performance obligation at inception, which was determined based on each performance obligation's estimated stand-alone selling price. The Company has determined the estimated stand-alone selling price at contract inception of the research activities based on internal estimates of the costs to perform the services, inclusive of a reasonable profit margin. Significant inputs used to determine the total costs to perform the research activities included the length of time required, the internal hours expected to be incurred on the services and the number and costs of various studies that will be performed to complete the research plan. The Company determined the estimated stand-alone selling price at contract inception of the material rights associated with options to obtain exclusive licenses to druggable targets and undruggable targets based on the fees Bristol Myers Squibb would pay to exercise these options, the probability-weighted value of expected future cash flows associated with each license related to each target and the probability that these options would be exercised by Bristol Myers Squibb. In developing such estimates, the Company also considered applicable market conditions and relevant entity-specific factors, including those factors contemplated in negotiating the agreement, probability of success and the time needed to commercialize a product candidate pursuant to the associated license. Based on the relative stand-alone selling price, the allocation of the transaction price to the separate performance obligations was as follows:

Performance obligation	**Transaction price**
	(in thousands)
Research services	$ 6,405
Options to license druggable target lesions	31,148
Options to license undruggable targets	12,447
Total transaction price	$ 50,000

Revenue associated with the options has been deferred and will be recognized at the point in time when options to license are exercised by Bristol Myers Squibb or upon expiry of such options. Revenue associated with the research activities has been deferred and will be recognized on a proportional performance basis over the period of service for research activities, being the collaboration term, using input-based measurements of total costs of research incurred to estimated proportion performed. Progress towards completion is remeasured at the end of each reporting period.

The Company recognized $0.7 million and $0.3 million for the three months ended June 30, 2022 and 2021, respectively, and $1.1 million and $0.4 million for the six months ended June 30, 2022 and 2021, respectively, as revenue associated with the BMS Agreement in relation to research activities performed.

In October 2021, the Company received notification from Bristol Myers Squibb of their option exercise for two druggable targets directed at a single synthetic lethal lesion, pursuant to the terms of the BMS Agreement. As a result, the Company recognized $6.5 million as revenue in the fourth quarter of 2021 with regards to the achievement of the performance obligation from Bristol Myers Squibb and the related option fees received. No amounts were recognized in the three and six months ended June 30, 2022 and 2021.

As of June 30, 2022, there was $41.4 million (December 31, 2021 - $42.5 million) of deferred revenue related to the BMS Agreement, of which $2.8 million (December 31, 2021 - $2.9 million) was classified as current and $38.6 million (December 31, 2021 - $39.6 million) was classified as non-current in the condensed consolidated balance sheet based on the period the services are expected to be performed and the expected timing of potential option exercises.

7. Leases

The Company has historically entered into lease arrangements for its facilities. As of June 30, 2022, the Company had four operating leases with required future minimum payments. The Company's leases generally do not include termination or purchase options.

Operating Leases

The following tables contain a summary of the lease costs recognized under ASC 842 and other information pertaining to the Company's operating leases for the three and six months ended June 30, 2022 and 2021:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
Operating Leases				
Lease Costs				
Operating lease costs	$ 615	$ 424	$ 1,231	$ 843
Short-term lease costs	8	2	16	5
Variable lease costs	33	54	100	110
Total lease costs	$ 656	$ 480	$ 1,347	$ 958

	Six Months Ended June 30,	
	2022	2021
	(in thousands, except as specified otherwise)	
Other Operating Lease Information		
Operating cash flows used for operating leases	$ 802	$ 605
Right-of-use assets obtained in exchange for new operating lease liability	$ 56	$ 705
Weighted-average remaining lease term (in years)	2.91	3.90
Weighted-average discount rate	4.0%	4.6%

8. Share-Based Compensation

2020 Employee Share Purchase Plan

In June 2020, the Company's board of directors adopted, and the Company's shareholders approved the 2020 Employee Share Purchase Plan (the "ESPP"). The maximum number of common shares that may be issued under the ESPP was initially 327,000. Additionally, the number of shares reserved and available for issuance under the ESPP automatically increases each January 1, beginning on January 1, 2021 and each January 1 thereafter through January 31, 2030, by the lesser of (1) 1.0% of the total number of common shares outstanding on December 31 of the preceding calendar year, (2) 3,300,000 common shares, or (3) such smaller number of common shares as the Company's board of directors may designate. As of June 30, 2022, the number of common shares that may be issued under the ESPP is 1,087,781.

The ESPP enables eligible employees to purchase common shares of the Company at the end of each offering period at a price equal to 85% of the fair market value of the shares on the first business day or the last business day of the offering period, whichever is lower. Participation in the ESPP is voluntary. Eligible employees become participants in the ESPP by enrolling in the plan and authorizing payroll deductions. At the end of each offering period, accumulated payroll deductions are used to purchase the Company's shares at the discounted price. The Company makes no contributions to the ESPP. A participant may withdraw from the ESPP or suspend contributions to the ESPP. If the participant elects to withdraw during an offering, all contributions are refunded as soon as administratively practicable. If a participant elects to withdraw or suspend contributions, they will not be able to re-enroll in the current offering but may elect to participate in future offerings. The ESPP purchases only whole shares of the Company's shares. The Company's first ESPP offering period began February 16, 2021 and ended on August 15, 2021, with subsequent offering periods on a rolling six-month basis.

The Company issued 16,807 common shares under the ESPP during the six months ended June 30, 2022 at an average price per share of $12.71. Cash received from purchases under the ESPP for the six months ended June 30, 2022 was $0.2 million.

Option Plan and 2020 Plan

In December 2016, as further amended in December 2017 and September 2019, the Company adopted the Repare Therapeutics Inc. Option Plan (the "Option Plan") for the issuance of share options and other share-based awards to directors, officers, employees or consultants. The Option Plan authorized up to 4,074,135 shares of the Company's common shares to be issued.

In June 2020, the Company's board of directors adopted, and the Company's shareholders approved the 2020 Equity Incentive Plan (the "2020 Plan"). The 2020 Plan became effective on the effective date of the IPO, at which time the Company ceased granting

awards under the Option Plan. The 2020 Plan allows the Company's compensation committee to grant equity-based and cash-based incentive awards to the Company's officers, employees, directors and consultants. A total of 3,600,000 common shares were initially reserved for issuance under the 2020 Plan, plus the number of shares (not to exceed 3,807,448 shares) consisting of (i) 298,605 common shares that were available for the issuance of awards under the Option Plan at the time the 2020 Plan became effective, which ceased to be available for future issuance under the Option Plan at such time and (ii) any shares subject to outstanding options or other share awards that were granted under the Option Plan that terminate or expire prior to exercise or settlement; are forfeited because of the failure to vest; or are reacquired or withheld (or not issued) to satisfy a tax withholding obligation or the purchase or exercise price. In addition, the number of shares reserved and available for issuance under the 2020 Plan automatically increases each January 1, beginning on January 1, 2021 and each January 1 thereafter through January 1, 2030, by 5% of the outstanding number of common shares on the immediately preceding December 31, or such lesser number of shares as determined by the Company's board of directors. As of June 30, 2022, the number of common shares reserved for issuance under the 2020 Plan is 7,922,525.

Total outstanding stock options as of June 30, 2022 was as follows:

	2022	
	Number of shares	Weighted average exercise price
Outstanding at beginning of period	5,322,591	$ 14.76
Granted	2,883,567	$ 14.54
Exercised	(56,503)	$ 4.12
Cancelled or forfeited	(175,252)	$ 19.00
Outstanding at end of period	7,974,403	$ 14.66

During the six months ended June 30, 2022, an aggregate of 56,503 options were exercised at a weighted-average exercise price of $4.12 per share, for aggregate proceeds of $0.2 million. As a result, an amount of $0.1 million previously included in additional paid-in capital related to the exercised options has been credited to common shares and deducted from additional paid-in capital.

The fair value of stock options, and the assumptions used in the Black Scholes option-pricing model to determine the grant date fair value of stock options granted to employees and non-employees were as follows, presented on a weighted average basis:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Risk-free interest rate	2.92%	0.92%	2.00%	0.72%
Expected terms (in years)	5.59	5.59	5.97	5.99
Expected volatility	78.85%	76.44%	78.55%	75.59%
Expected dividend yield	0.00%	0.00%	0.00%	0.00%

Share-Based Compensation

Share-based compensation expense was allocated as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
Research and development	$ 2,440	$ 1,441	$ 4,751	$ 2,428
General and administrative	2,305	1,742	4,749	2,812
Total share-based compensation expense	$ 4,745	$ 3,183	$ 9,500	$ 5,240

Share-based compensation expense by type of award was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
Stock options	$ 4,695	$ 3,122	$ 9,407	$ 5,148
ESPP	50	61	93	92
Total share-based compensation expense	$ 4,745	$ 3,183	$ 9,500	$ 5,240

As of June 30, 2022, there was $49.0 million of unrecognized share-based compensation expense related to unvested stock options to be recognized over a weighted average period of 2.2 years.

9. Net Loss per Share

The following table summarizes the computation of basic and diluted net loss per share attributable to common shareholders of the Company:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands, except share and per share amounts)			
Numerator:				
Net loss attributable to common shareholders	$ (38,093)	$ (26,309)	$ (72,850)	$ (47,726)
Net loss attributable to common shareholders—basic and diluted	$ (38,093)	$ (26,309)	$ (72,850)	$ (47,726)
Denominator:				
Weighted-average number of common shares outstanding—basic and diluted	41,899,509	37,036,683	41,880,666	36,977,040
Net loss per share attributable to common shareholders—basic and diluted	$ (0.91)	$ (0.71)	$ (1.74)	$ (1.29)

The Company's potentially dilutive securities, which include options, have been excluded from the computation of diluted net loss per share attributable to common shareholders as the effect would be to reduce the net loss per share attributable to common shareholders. Therefore, the weighted average number of common shares outstanding used to calculate both basic and diluted net loss per share attributable to common shareholders is the same. The Company excluded the following potential common shares, presented based on amounts outstanding at each period end, from the computation of diluted net loss per share attributable to common shareholders for the periods indicated because including them would have had an anti-dilutive effect:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Options to purchase common shares	7,974,403	5,258,005	7,974,403	5,258,005

10. Subsequent Events

(a) Roche Collaboration and License Agreement

On June 1, 2022, the Company entered into a collaboration and license agreement (the "Roche Agreement") with Hoffmann-La Roche Inc. and F. Hoffmann-La Roche Ltd (collectively, "Roche") regarding the development and commercialization of the Company's product candidate camonsertib (also known as RP-3500) and specified other ATR (Ataxia-Telangiectasia and Rad3-related protein kinase) inhibitors (the "Licensed Products"). The transaction was subject to clearance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and other customary closing conditions, which were met on July 13, 2022.

The Company granted Roche a worldwide, exclusive, sublicensable license to develop, manufacture, and commercialize the Licensed Products. Roche will assume development of camonsertib with the potential to expand development into additional tumors and multiple combination studies. The Company has agreed to complete specified ongoing clinical trials at the Company's expense. The

Company also retained the right to conduct specified clinical trials of camonsertib in combination with the Company's PKMYT1 compound (also known as RP-6306).

Under the terms of the Roche Agreement, the Company received an upfront payment of $125 million in July 2022, and is eligible to receive up to $1.172 billion in potential clinical, regulatory, commercial and sales milestones, including an estimated $55 million in potential near-term payments, and royalties on global net sales ranging from high-single-digits to high-teens. The Roche Agreement also provides the Company with the ability to opt-in to a 50/50 U.S. co-development and profit share arrangement, including participation in U.S. co-promotion if U.S. regulatory approval is received. If the Company chooses to exercise its co-development and profit share option, it will continue to be eligible to receive certain clinical, regulatory, commercial and sales milestone payments, in addition to full ex-U.S. royalties.

The Company is currently assessing the accounting implications from the Roche Agreement which became effective on July 13, 2022 upon the clearance of the closing conditions. The Company does not expect a cash tax impact from the closing of the Roche Agreement as it should have sufficient tax losses to cover the impact.

(b) Sales Agreement

On August 4, 2022, the Company entered into a Common Shares Sales Agreement, or the Sales Agreement, with Cowen and Company, LLC, or Cowen, as sales agent, pursuant to which the Company may offer and sell, from time to time, common shares, or the ATM Shares. The ATM Shares to be sold under the Sales Agreement, if any, will be issued and sold pursuant to the Company's shelf registration statement on Form S-3 (File No. 333-257668), which was declared effective by the Securities and Exchange Commission, or SEC, on April 25, 2022, up to a maximum aggregate amount of $125.0 million. The Company will file a prospectus supplement with the SEC on August 4, 2022 in connection with the offer and sale of the ATM Shares pursuant to the Sales Agreement.

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

You should read the following discussion and analysis of our financial condition and results of operations together with our unaudited condensed consolidated financial statements and related notes, appearing elsewhere in this Quarterly Report on Form 10-Q and (ii) the audited consolidated financial statements and related notes and management's discussion and analysis of financial condition and results of operations for the fiscal year ended December 31, 2021 included in our Annual Report on Form 10-K, or the Annual Report, filed with the Securities and Exchange Commission, or the SEC, on March 1, 2022. Some of the information contained in this discussion and analysis or set forth elsewhere in this Quarterly Report on Form 10-Q, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the "Risk Factors" section of this Quarterly Report on Form 10-Q, 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 leading clinical-stage precision oncology company enabled by our proprietary synthetic lethality approach to the discovery and development of novel therapeutics. Synthetic lethality, or SL, represents a clinically validated approach to drug development. We use our proprietary, genome-wide, CRISPR-enabled SNIPRx platform to systematically discover and develop highly targeted cancer therapies focused on genomic instability, including DNA damage repair. SL arises when a deficiency in either of two genes is tolerated in cells, but simultaneous deficiencies in both genes cause cell death. Cancer cells that contain a mutation in one gene of a SL pair are susceptible to therapeutic intervention targeting the other gene pair. Using our SNIPRx platform, we are developing our pipeline of SL product candidates, including our initial product candidate, RP-3500, a potent and selective oral small molecule inhibitor of ATR (Ataxia-Telangiectasia and Rad3-related protein kinase) for the treatment of solid tumors with specific DNA damage repair-related genomic alterations, including those in the ATM gene (ataxia telangiectasia mutated kinase). In July 2020, we began dosing patients in our Phase 1/2 TRESR (Treatment Enabled by SNIPRx) clinical trial of RP-3500 in advanced solid tumors and, in August 2021, we began dosing patients in our Phase 1b/2 ATTACC clinical trial of RP-3500 to evaluate the safety and efficacy of RP-3500 in combination with approved poly (ADP-ribose) polymerase, or PARP, inhibitors, olaparib and niraparib, in patients with molecularly selected cancers. As further described below, on June 1, 2022, we entered into a collaboration and license agreement with Hoffmann-La Roche Inc. and F. Hoffmann-La Roche Ltd regarding RP-3500.

In April 2021, we initiated our Phase 1 MYTHIC clinical trial for RP-6306, our PKMYT1 (Protein Kinase Membrane-associated Tyrosine- and Threonine- specific cdc-2 inhibitory kinase) SL inhibitor, in advanced solid tumors. In December 2021, we enrolled the first patient in our Phase 1 MAGNETIC clinical trial to evaluate the safety and tolerability of RP-6306 in combination with gemcitabine and, in January 2022, we initiated patient recruitment in our MINOTAUR clinical trial to evaluate the safety and tolerability of RP-6306 in combination with FOLFIRI. In addition, in May 2022, we initiated patient recruitment in a new arm of our Phase 1 MYTHIC clinical trial designed to evaluate the safety and tolerability of RP-6306 in combination with RP-3500 in patients with advanced solid tumors.

In 2022, we initiated IND-enabling studies for our polymerase theta, or Polθ, inhibitor, now designated as RP-2119, and plan to initiate clinical trials in the summer of 2023. We also expect to initiate IND-enabling studies in the first half of 2023 for an additional small molecule against an undisclosed target.

Since our inception in September 2016, we have focused primarily on raising capital, organizing and staffing our company, conducting discovery and research activities, identifying potential SL gene pairs, establishing and protecting our intellectual property portfolio including for our proprietary SNIPRx platform, developing and progressing our product candidates through preclinical studies and preparing for clinical trials and establishing arrangements with third parties for the manufacture of initial quantities of our product candidates and component materials. We do not have any product candidates approved for sale and have not generated any revenue from product sales. On June 23, 2020, we completed our initial public offering, or IPO, whereby we issued an aggregate of 12,650,000 common shares, which includes the exercise in full of the underwriters' option to purchase up to an additional 1,650,000 common shares, at a public offering price of $20.00 per share. The aggregate net proceeds received by us from the IPO were approximately $232.0 million, after deducting underwriting commissions and offering expenses of $3.2 million. On November 1, 2021, we completed a follow-on offering, or the 2021 Offering, whereby we issued 4,600,000 common shares, including the exercise in full by the underwriters of their option to purchase up to 600,000 additional common shares, at a public offering price of $22.00 per share, for net proceeds of $94.3 million, after deducting underwriting commissions and offering expenses of $0.8 million. Prior to our IPO, we had funded our operations primarily through equity financings, having raised an aggregate of approximately $135.2 million of gross proceeds from the sale of our preferred shares and $15.0 million of gross proceeds from the issuance of a warrant to acquire our common shares. As of June 30, 2022, we had cash and cash equivalents and marketable securities on hand of $282.1 million.

Since inception, we have incurred significant operating losses. Our net losses were $106.9 million and $53.4 million for the years ended December 31, 2021 and 2020, respectively, and $72.9 million for the six months ended June 30, 2022. As of June 30, 2022, we

had an accumulated deficit of $283.1 million. We expect to continue to incur significant and increasing expenses and operating losses for the foreseeable future, as we advance our product candidates, including RP-3500 and RP-6306, through preclinical and clinical development and seek regulatory approvals, manufacture drug product and drug supply, maintain and expand our intellectual property portfolio, as well as hire additional personnel, pay for accounting, audit, legal, regulatory and consulting services, and pay costs associated with maintaining compliance with Nasdaq listing rules and the requirements of the SEC, directors and officers, or D&O, insurance, investor and public relations activities and other expenses associated with operating as a public company. Our net losses may fluctuate significantly from quarter-to-quarter and year-to-year, depending on the timing of our preclinical studies, our clinical trials, our expenditures on other research and development activities, and our revenue and expenses recognized from collaboration and license agreements.

We do not have any products approved for sale. We will not generate revenue from product sales unless and until we successfully complete clinical development and obtain regulatory approval for our product candidates, if ever. In addition, if we obtain regulatory approval for our product candidates and do not enter into a third-party commercialization partnership, we expect to incur significant expenses related to developing our commercialization capability to support product sales, marketing, manufacturing and distribution activities. As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy. Until we can generate significant revenue from product sales, if ever, we expect to finance our operations through a combination of public or private equity offerings and debt financings or other sources, such as potential collaboration agreements, strategic alliances and licensing arrangements. We may be unable to raise additional funds or enter into such other agreements or arrangements when needed on acceptable terms, or at all. Our failure to raise capital or enter into such agreements as, and when, needed, could have a negative effect on our business, results of operations and financial condition.

COVID-19 Business Update

With the continued spread of the ongoing COVID-19 pandemic, including variants of COVID-19, we established a cross-functional task force and have implemented business continuity plans designed to address and mitigate the impact of the COVID-19 pandemic on our employees and our business, including our preclinical studies and ongoing and planned clinical trials. We have taken measures to secure our research and development activities, while work in laboratories and facilities has been re-organized to reduce risk of COVID-19 transmission. While we are experiencing limited financial impacts at this time, given the global economic slowdown, the overall disruption of global healthcare systems and the other risks and uncertainties associated with the pandemic, our business, financial condition, and results of operations could be materially adversely affected. We cannot predict the ultimate impact, if any, of the COVID-19 pandemic related to both known and unknown risks, including future quarantines, closures and other restrictions resulting from the pandemic. We continue to closely monitor the COVID-19 pandemic as we evolve our business continuity plans, clinical development plans and response strategy.

As of the date of this Quarterly Report on Form 10-Q, the COVID-19 pandemic continues to have a modest impact on our business operations. The Company's clinical trial sites may be affected by the COVID-19 outbreak due to prioritization of hospital resources toward the COVID-19 outbreak, travel or quarantine restrictions imposed by governments, and the inability to access sites for initiation, patient enrollment and monitoring. As a result, patient screening, new patient enrollment, monitoring and data collection may be affected or delayed. The Company is aware that several clinical sites involved in its clinical studies temporarily stopped or delayed enrolling new patients, with exemptions if appropriate, and it is possible that these or other clinical sites may be similarly affected in the future. These developments may delay the Company's clinical trial timelines. Some of the Company's third-party manufacturers, which it uses for the supply of materials for product candidates or other materials necessary to manufacture product to conduct preclinical tests and clinical trials, and contract research organizations may be impacted by COVID-19. Should they experience disruptions, such as temporary closures or suspension of services, the Company would likely experience delays in advancing clinical trials.

Recent Developments

- **Announced closing of our worldwide license and collaboration agreement with Roche for the development and commercialization of camonsertib (also known as RP-3500), a potent and selective oral small molecule inhibitor of ATR (Ataxia-Telangiectasia and Rad3-related protein kinase) for the treatment of tumors with specific synthetic-lethal genomic alterations.**
    - In connection with the closing of the collaboration agreement, we received an upfront payment of $125 million from Roche in July 2022.
    - Under the collaboration, Roche will assume the development of camonsertib with the potential to expand development into additional tumor indications and multiple combination studies.
    - In addition to the $125 million upfront payment, we are eligible to receive up to $1.172 billion in potential clinical, regulatory, commercial and sales milestones, including up to $55 million in potential near-term payments, and

royalties on global net sales ranging from high-single-digits to high-teens. The collaboration also provides us with the ability to opt-in to a 50/50 U.S. co-development and profit share arrangement, including participation in U.S. co-promotion if U.S. regulatory approval is received. If we choose to exercise our co-development and profit share option, we will continue to be eligible to receive certain clinical, regulatory, commercial and sales milestone payments, in addition to full ex-U.S. royalties.

- **Advanced RP-6306, a first-in-class, oral PKMYT1 inhibitor**
  - Phase 1 clinical trials are currently evaluating RP-6306 as a monotherapy (MYTHIC) as well as in combination with gemcitabine (MAGNETIC) for the treatment of molecularly selected advanced solid tumors. In January 2022, the Company initiated an additional Phase 1 clinical trial of RP-6306 in combination with FOLFIRI (MINOTAUR), also for the treatment of molecularly selected advanced solid tumors.
  - In May 2022, Repare initiated patient recruitment in a new arm of the Phase 1 MYTHIC clinical trial, which is designed to evaluate the safety and tolerability of RP-6306 in combination with camonsertib in patients with advanced solid tumors.
  - Initial Phase 1 clinical data readout for RP-6306 is now expected in the first half of 2023 for monotherapy (previously expected in the second half 2022) and potentially for combination therapies, due to disruptions in global trial site activation and enrollment resulting from the ongoing COVID-19 pandemic, as well as an expanded requirement for dose escalations that are ongoing.
- **Initiated IND-enabling studies for our Polθ inhibitor (now designated RP-2119), and plan to initiate clinical trials in the summer of 2023.**
- **Repare also expects to initiate IND-enabling studies in the first half of 2023 for an additional small molecule against an undisclosed target.**

Components of Results of Operations

Revenue

To date, we have not recognized any revenue from product sales, and we do not expect to generate any revenue from the sale of products in the foreseeable future. If our development efforts for our product candidates are successful and result in regulatory approval, or license agreements with third parties, we may generate revenue in the future from product sales. However, there can be no assurance as to when we will generate such revenue, if at all.

Collaboration and License Agreement with Hoffmann-La Roche Inc. and F. Hoffmann-La Roche Ltd

On June 1, 2022, we entered into a collaboration and license agreement, or the Roche Agreement, with Hoffmann-La Roche Inc. and F. Hoffmann-La Roche Ltd, or collectively, Roche, regarding the development and commercialization of our product candidate camonsertib (also known as RP-3500) and specified other ATR (Ataxia-Telangiectasia and Rad3-related protein kinase) inhibitors, which we refer to as the Licensed Products. The transaction was subject to clearance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and other customary closing conditions, which were met on July 13, 2022.

Under the Roche Agreement, we granted Roche a worldwide, exclusive, sublicensable license to develop, manufacture, and commercialize the Licensed Products. Roche will assume development of camonsertib with the potential to expand development into additional tumors and multiple combination studies. We have agreed to complete specified ongoing clinical trials at our expense. We also retained the right to conduct specified clinical trials of camonsertib in combination with our PKMYT1 compound (also known as RP-6306).

Under the terms of the Roche Agreement, we received an upfront payment of $125 million in July 2022, and are eligible to receive up to $1.172 billion in potential clinical, regulatory, commercial and sales milestones, including up to $55 million in potential near-term payments, and royalties on global net sales ranging from high-single-digits to high-teens. The Roche Agreement also provides us with the ability to opt-in to a 50/50 U.S. co-development and profit share arrangement, including participation in U.S. co-promotion if U.S.

regulatory approval is received. If we choose to exercise its co-development and profit share option, we will continue to be eligible to receive certain clinical, regulatory, commercial and sales milestone payments, in addition to full ex-U.S. royalties.

No amounts were recognized in the three and six months ended June 30, 2022 under the Roche Agreement as it only became effective on July 13, 2022. We are currently assessing the accounting implications from the Roche Agreement. We do not expect a cash tax impact from the closing of the Roche Agreement as we should have sufficient tax losses to cover the impact.

Collaboration and License Agreement with Bristol-Myers Squibb Company

In May 2020, we entered into a collaboration and license agreement, or the BMS Agreement, with the Bristol Myers Squibb Company, or Bristol Myers Squibb, pursuant to which we and Bristol Myers Squibb have agreed to collaborate in the research and development of potential new product candidates for the treatment of cancer. We are providing Bristol Myers Squibb access to a selected number of our existing screening campaigns and novel campaigns. We are responsible for carrying out early-stage research activities directed to identifying potential targets for potential licensing by Bristol Myers Squibb. The collaboration consists of programs directed to both druggable targets and to targets commonly considered undruggable to traditional small molecule approaches. In the event that Bristol Myers Squibb elects to obtain an exclusive license for the subsequent development, manufacturing and commercialization of a program, Bristol Myers Squibb will then be solely responsible for all such worldwide activities.

The BMS Agreement was subsequently amended in July, September and November 2020 to include additional campaigns to the list of existing campaigns from which Bristol Myers Squibb may select campaigns under the BMS Agreement and to enable unblinding of a Bristol Myers Squibb alliance manager in order to streamline the collaboration process.

As part of the BMS Agreement, Bristol Myers Squibb paid us an initial upfront fee of $50.0 million and made an equity investment of $15.0 million in our company. We will also be eligible to receive up to $3.0 billion in total milestones across all potential programs. Such milestones consist of $301.0 million in total milestones per program subject upon the achievement of certain specified research, development, regulatory and commercial milestones.

The $50.0 million upfront payment was recorded as deferred revenue on our consolidated balance sheet and is expected to be partially recognized at the point in time when option licenses are exercised by Bristol Myers Squibb, with the remainder being recognized on a proportional performance basis over the period of service for research services.

Performance obligation	**Amount (in thousands)**
Research services	$ 6,405
Option to license druggable target lesions	31,148
Option to license undruggable targets	12,447
Total transaction price	$ 50,000

In October 2021, we received notification from Bristol Myers Squibb of their option exercise for druggable targets directed at a synthetic lethal lesion, pursuant to the terms of the BMS Agreement. As a result, we recognized $6.5 million as revenue in the fourth quarter of 2021 with regards to the achievement of the performance obligation from Bristol Meyers Squibb and the related option fees received. No amounts were recognized in the three and six months ended June 30, 2022 and 2021.

As of June 30, 2022, there was $41.4 million of deferred revenue related to the BMS Agreement, of which $2.8 million was classified as current and $38.6 million was classified as non-current on the consolidated balance sheet based on the period the services are expected to be performed and the expected timing of potential option exercises.

In the three months ended June 30, 2022 and 2021, we recognized $0.7 million and $0.3 million, respectively, and in the six months ended June 30, 2022 and 2021, we recognized $1.1 million and $0.4 million, respectively, as revenue associated with the BMS Agreement in relation to research activities performed to date.

Collaboration Agreement with Ono Pharmaceutical Company Ltd.

In January 2019, we entered into a research services, license and collaboration agreement, or the Ono Agreement, with Ono Pharmaceutical Company Ltd., or Ono, pursuant to which we and Ono have agreed to collaborate in the research of potential product candidates targeting Polθ and the development of our small molecule Polθ inhibitor program. Pursuant to the terms of the agreement, we received initial upfront payments of approximately $8.1 million. These upfront payments have been recorded as deferred revenue on our consolidated balance sheet as per our revenue recognition accounting policy and will be recognized as revenue at the point in time when a product candidate is licensed to Ono pursuant to the terms of the agreement.

In October 2021, upon the occurrence of a specified research trigger, we became eligible to receive a portion, amounting to ¥100 million ($0.9 million), of the research service payments provided for in the Ono Agreement. We received this amount in November 2021 and added it to the transaction price as the consideration was no longer constrained.

As of June 30, 2022 and December 31, 2021 we classified $9.0 million as current deferred revenue related to the Ono Agreement as we consider the completion of our performance obligation under the Ono Agreement to be probable with the advancement of a development candidate and initiation of IND-enabling studies under the program in 2022.

Operating Expenses

Research and Development Expenses

Research and development expenses consist primarily of costs incurred for our research activities, including our drug discovery efforts and the development of our product candidates, partially offset by fully refundable Canadian research and development tax credits. We expense research and development costs as incurred, which include:

- external research and development expenses incurred under agreements with contract research organizations, or CROs, as well as investigative sites and consultants that conduct our clinical trials, preclinical studies and other scientific development services;
- employee-related expenses, including salaries, bonuses, benefits, share-based compensation, and other related costs for those employees involved in research and development efforts;
- costs related to manufacturing material for our preclinical studies and clinical trials, including fees paid to contract manufacturing organizations, or CMOs;
- laboratory supplies and research materials;
- upfront, milestone and maintenance fees incurred under license, acquisition and other third-party agreements;
- costs related to compliance with regulatory requirements; and
- facilities, depreciation, scientific advisory board and other allocated expenses, which include direct and allocated expenses for rent, maintenance of facilities and equipment, insurance, equipment and software.

Costs for certain activities are recognized based on an evaluation of the progress to completion of specific tasks using data such as information provided to us by our vendors and analyzing the progress of our studies or other services performed. Significant judgment and estimates are made in determining the accrued expense or prepaid balances at the end of any reporting period.

We characterize research and development costs incurred prior to the identification of a product candidate as discovery costs. We characterize costs incurred once a product candidate has been identified as development costs.

Our direct external research and development expenses consist primarily of fees paid to outside consultants, CROs, CMOs and research laboratories in connection with our preclinical development, process development, manufacturing and clinical development activities. Our direct external research and development expenses also include fees incurred under license, acquisition, and option agreements. We track these external research and development costs on a program-by-program basis once we have identified a product candidate.

We do not allocate employee costs, costs associated with our discovery efforts, laboratory supplies, and facilities, including depreciation or other indirect costs, to specific programs because these costs are deployed across multiple programs and, as such, are not separately classified. We use internal resources primarily to conduct our research and discovery activities as well as for managing our preclinical development, process development, manufacturing, and clinical development activities.

The following table summarizes our research and development costs:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
Discovery costs				
Direct external costs	$ 3,004	$ 2,715	$ 5,335	$ 5,020
Laboratory supplies and research materials	1,248	1,238	2,407	2,461
Personnel related costs	4,143	2,926	8,456	5,288
Facilities related costs	389	356	779	736
Other costs	1,217	828	2,290	1,669
	10,001	8,063	19,267	15,174
Development				
Direct external costs				
RP-3500 program	7,469	5,931	13,018	9,033
RP-6306 program	6,345	2,464	12,070	5,312
RP-2119 program	1,019	—	1,019	—
Personnel related costs	5,660	3,509	10,838	6,541
Facilities related costs	183	109	406	210
Other costs	1,125	519	2,041	1,071
	21,801	12,532	39,392	22,167
R&D tax credits	(327)	(390)	(726)	(627)
Total research and development costs	$ 31,475	$ 20,205	$ 57,933	$ 36,714

The successful development of our product candidates is highly uncertain. We plan to substantially increase our research and development expenses for the foreseeable future as we continue the development of our product candidates and manufacturing processes and conduct discovery and research activities for our preclinical programs. We cannot determine with certainty the timing of initiation, the duration, or the completion costs of current or future preclinical studies and clinical trials of our product candidates due to the inherently unpredictable nature of preclinical and clinical development. Clinical and preclinical development timelines, the probability of success and development costs can differ materially from expectations. We anticipate that we will make determinations as to which product candidates to pursue and how much funding to direct to each product candidate on an ongoing basis in response to the results of ongoing and future preclinical studies and clinical trials, regulatory developments, and our ongoing assessments as to each product candidate's commercial potential. We will need to raise substantial additional capital in the future. Our clinical development costs are expected to increase significantly as we commence clinical trials. We anticipate that our expenses will increase substantially, particularly due to the numerous risks and uncertainties associated with developing product candidates, including the uncertainty of:

- the scope, rate of progress, and expenses of our ongoing research activities as well as any preclinical studies, clinical trials and other research and development activities;
- establishing an appropriate safety profile;
- successful enrollment in and completion of clinical trials;
- whether our product candidates show safety and efficacy in our clinical trials;
- receipt of marketing approvals from applicable regulatory authorities;
- establishing commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for our product candidates;
- commercializing product candidates, if and when approved, whether alone or in collaboration with others; and
- continued acceptable safety profile of products following any regulatory approval.

Any changes in the outcome of any of these variables with respect to the development of our product candidates in preclinical and clinical development could mean a significant change in the costs and timing associated with the development of these product candidates. We may never succeed in achieving regulatory approval for any of our product candidates. We may obtain unexpected results from our clinical trials. We may elect to discontinue, delay or modify clinical trials of some product candidates or focus on other product candidates. For example, if the U.S. Food and Drug Administration, or the FDA, the European Medicines Agency, or EMA, or another regulatory authority were to delay our planned start of clinical trials or require us to conduct clinical trials or other testing beyond those that we currently expect or if we experience significant delays in enrollment in any of our ongoing and planned clinical trials, we

could be required to expend significant additional financial resources and time on the completion of clinical development of that product candidate.

General and Administrative Expenses

General and administrative expense consists primarily of employee related costs, including salaries, bonuses, benefits, share-based compensation and other related costs, as well as expenses for outside professional services, including legal, accounting and audit services and other consulting fees, rent expense, D&O insurance expenses, investor and public relations expenses and other general administrative expenses.

We anticipate that our general and administrative expenses will increase in the future as we increase our headcount to support our continued research activities and development of our product candidates. We also anticipate that we will incur significantly increased accounting, audit, legal, regulatory, compliance and D&O insurance costs as well as investor and public relations expenses associated with operating as a public company.

Other Income (Expense), Net

Other income (expense), net consists primarily of realized and unrealized gains and losses on foreign exchange, interest income earned on cash in current bank accounts and other expenses such as interest and bank charges.

Realized and unrealized gains and losses on foreign exchange consist of realized and unrealized gains and losses from holding cash and restricted cash in foreign currency and foreign currency denominated research and development tax credits receivable, other receivables, accounts payable, accrued expenses and other current liabilities as well as operating lease liabilities.

Results of Operations

Comparison of the Three Months Ended June 30, 2022 and 2021

The following table summarizes our results of operations for the three months ended June 30, 2022 and 2021:

	Three Months Ended June 30,		
	2022	2021	Change
		(in thousands)	
Revenue:			
Collaboration agreements	$ 679	$ 279	$ 400
Operating expenses:			
Research and development, net of tax credits	31,475	20,205	11,270
General and administrative	7,938	6,741	1,197
Total operating expenses	39,413	26,946	12,467
Loss from operations	(38,734)	(26,667)	(12,067)
Other income (expense), net:			
Realized and unrealized gain (loss) on foreign exchange	141	(94)	235
Interest income	544	38	506
Other expense	(11)	(7)	(4)
Total other income (expense), net	674	(63)	737
Loss before income taxes	(38,060)	(26,730)	(11,330)
Income tax recovery (expense)	(33)	421	(454)
Net loss and comprehensive loss	$ (38,093)	$ (26,309)	$ (11,784)

Revenue

Revenue was $0.7 million for the three months ended June 30, 2022 compared to $0.3 million for the three months ended June 30, 2021 as a result of partial revenue recognition of the deferred revenue from the BMS Agreement, in proportion to the level of research and development services performed during the period.

Research and Development Expenses, Net of Tax Credits

Research and development expenses were $31.5 million for the three months ended June 30, 2022, compared to $20.2 million for the three months ended June 30, 2021. The increase of $11.3 million was primarily due to:

- a $6.7 million increase in direct external costs, primarily for development activities as a result of our increased efforts towards advancing the development of our RP-3500 and RP-6306 programs. There was an increase in direct external costs of $3.9 million for RP-6306, $1.5 million for RP-3500 and $1.0 million for RP-2119.;
- a $3.4 million increase in personnel-related costs, including a $1.0 million increase in share-based compensation, primarily related to increased headcount in support of our discovery and development activities; and
- a $1.2 million increase in other research and development costs, including laboratory supplies, research materials, facilities, software and external costs not directly related to the RP-3500 and RP-6306 programs.

General and Administrative Expenses

General and administrative expenses were $7.9 million for the three months ended June 30, 2022, compared to $6.7 million for the three months ended June 30, 2021. The increase of $1.2 million in general and administrative expenses consisted of a:

- $0.7 million increase in personnel related costs, including a $0.6 million increase in share-based compensation, primarily related to increased headcount as we scale the organization;
- $0.4 million increase in professional costs, primarily related to our transition from emerging growth company and smaller reporting company status at the end of 2021; and
- $0.1 million increase in other general and administrative costs including facilities, IT costs, travel and office costs.

Other Income (Expense), Net

Other income, net was $0.7 million for the three months ended June 30, 2022, compared to other expense, net of $0.1 million for the three months ended June 30, 2021. The difference of $0.8 million was primarily attributable to higher interest income on our cash and cash equivalents and marketable securities balances.

Income Tax Recovery (Expense)

The income tax expense of nil and income tax recovery of $0.4 million for the three months ended June 30, 2022 and 2021, respectively, primarily reflected U.S. federal and state research and development tax credits generated, offset by taxable income in our U.S. subsidiary. Our taxable profit in the U.S. is expected to be higher than in prior years as a result of amendments to Internal Revenue Code Section 174, which took effect January 1, 2022 pursuant to the 2017 Tax Cuts and Jobs Act, that prescribe US-based research and experimental expenditures be capitalized and amortized ratably over a five-year period instead of being deductible in the year incurred. Absent a change in law, this provision is expected to increase our 2022 cash payments of income taxes significantly as compared to 2021. Our year to date fiscal 2022 tax installment to the U.S. was $3.4 million for the six months ended June 30, 2022 compared to $0.6 million of installments made for the full fiscal year of 2021.

Comparison of the Six Months Ended June 30, 2022 and 2021

The following table summarizes our results of operations for the six months ended June 30, 2022 and 2021:

	Six Months Ended June 30,		
	2022	2021	Change
		(in thousands)	
Revenue:			
Collaboration agreements	$ 1,087	445	642
Operating expenses:			
Research and development, net of tax credits	57,933	36,714	21,219
General and administrative	16,717	11,978	4,739
Total operating expenses	74,650	48,692	25,958
Loss from operations	(73,563)	(48,247)	(25,316)
Other income (expense), net:			
Realized and unrealized gain (loss) on foreign exchange	124	(125)	249
Interest income	673	102	571
Other expense	(19)	(14)	(5)
Total other income (expense), net	778	(37)	815
Loss before income taxes	(72,785)	(48,284)	(24,501)
Income tax recovery (expense)	(65)	558	(623)
Net loss and comprehensive loss	$ (72,850)	$ (47,726)	$ (25,124)

Revenue

Revenue was $1.1 million for the six months ended June 30, 2022 compared to $0.4 million for the six months ended June 30, 2021 as a result of partial revenue recognition of the deferred revenue from the BMS Agreement, in proportion to the level of research and development services performed during the period.

Research and Development Expenses, Net of Tax Credits

Research and development expenses were $57.9 million for the six months ended June 30, 2022, compared to $36.7 million for the six months ended June 30, 2021. The increase of $21.2 million was primarily due to:

- a $12.1 million increase in direct external costs, primarily for development activities as a result of our increased efforts towards advancing the development of our RP-3500 and RP-6306 programs. There was an increase in direct external costs of $6.8 million for RP-6306, $4.0 million for RP-3500 and $1.0 million for RP-2119;
- a $7.5 million increase in personnel-related costs, including a $2.3 million increase in share-based compensation, primarily related to increased headcount in support of our discovery and development activities; and
- a $1.6 million increase in other research and development costs, including laboratory supplies, research materials, facilities, software and external costs not directly related to the RP-3500 and RP-6306 programs.

General and Administrative Expenses

General and administrative expenses were $16.7 million for the six months ended June 30, 2022, compared to $12.0 million for the six months ended June 30, 2021. The increase of $4.7 million in general and administrative expenses consisted of a:

- $2.8 million increase in personnel related costs, including a $1.9 million increase in share-based compensation, primarily related to increased headcount as we scale the organization;
- $1.3 million increase in professional costs, primarily related to our transition from emerging growth company and smaller reporting company status at the end of 2021; and
- $0.6 million increase in other general and administrative costs including facilities, IT costs, travel and office costs.

Other Income (Expense), Net

Other income, net was $0.8 million for the six months ended June 30, 2022, compared to other expense, net of nil for the six months ended June 30, 2021. The difference of $0.8 million was primarily attributable to higher interest income on our cash and cash equivalents and marketable securities balances.

Income Tax Recovery (Expense)

The income tax expense of $0.1 million and income tax recovery of $0.6 million for the six months ended June 30, 2022 and 2021, respectively, primarily reflected U.S. federal and state research and development tax credits generated, offset by taxable income in our U.S. subsidiary. Our taxable profit in the U.S. is expected to be higher than in prior years as a result of amendments to Internal Revenue Code Section 174, which took effect January 1, 2022 pursuant to the 2017 Tax Cuts and Jobs Act, that prescribe US-based research and experimental expenditures be capitalized and amortized ratably over a five-year period instead of being deductible in the year incurred. Absent a change in law, this provision is expected to increase our 2022 cash payments of income taxes significantly as compared to 2021. Our year to date fiscal 2022 tax installment to the U.S. was $3.4 million for the six months ended June 30, 2022 compared to $0.6 million of installments made for the full fiscal year of 2021.

Liquidity and Capital Resources

Since our inception, we have not recognized any revenue from product sales and have incurred operating losses and negative cash flows from our operations. We have not yet commercialized any product and we do not expect to generate revenue from sales of any products for several years, if at all. On June 23, 2020, we completed our IPO whereby we issued an aggregate of 12,650,000 common shares, which includes the exercise in full of the underwriters' option to purchase up to an additional 1,650,000 common shares, at a public offering price of $20.00 per share. The aggregate net proceeds received by us from the IPO were $232.0 million, after deducting underwriting commissions, and offering expenses of $3.2 million. In November 2021, we completed a follow-on offering whereby we issued 4,600,000 common shares, including the exercise in full by the underwriters of their option to purchase up to 600,000 additional common shares, at a public offering price of $22.00 per share, for net proceeds of $94.3 million, after deducting underwriting commissions and offering expenses of $0.8 million. Prior to our IPO, we had funded our operations primarily through equity financings, having raised an aggregate of approximately $135.2 million of gross proceeds from the sale of our preferred shares and $15.0 million of gross proceeds from the issuance of a warrant to acquire our common shares. We have also partnered with Ono for our Polθ inhibitor program, and Bristol Myers Squibb for research and development of potential new product candidates for the treatment of cancer and received initial upfront payments of approximately $59.0 million in the aggregate. We received an upfront payment of $125 million from our RP-3500 collaboration and license agreement with Roche in July 2022.

We expect to incur significant expenses and operating losses for the foreseeable future as we advance our product candidates through preclinical and clinical development, seek regulatory approval and pursue commercialization of any approved product candidates and we will continue to incur additional costs associated with operating as a public company. We expect that our research and development and general and administrative costs will increase in connection with our planned research and development activities.

Beginning in 2022, the Tax Cuts and Jobs Act of 2017 eliminates the option to deduct US-based research and development expenditures in the current fiscal year and requires taxpayers to amortize them over five years pursuant to Internal Revenue Code Section 174. Absent a change in law, this provision is expected to increase our 2022 cash payments of income taxes significantly as compared to 2021. Although Congress is considering legislation that would defer the amortization requirement to later years, we have no assurance that the provision will be repealed or otherwise modified. If the requirement is not modified, it will materially reduce our cash flows beginning in 2022. Changes in our tax provisions or an increase in our tax liabilities, whether due to changes in applicable laws and regulations or our interpretation or application thereof, could have a material adverse effect on our financial position, results of operations and/or cash flows.

As of June 30, 2022, our cash and cash equivalents and marketable securities on hand was $282.1 million. We believe that our existing cash and cash equivalents and marketable securities on hand, and the $125 million upfront payment received in July 2022 from the Roche Agreement, will be sufficient to fund our anticipated operating and capital expenditure requirements into 2026. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our capital resources sooner than we expect. If

we receive regulatory approval for any of our product candidates, we expect to incur significant commercialization expenses related to product manufacturing, sales, marketing, and distribution, depending on where we choose to commercialize. We may also require additional capital to pursue in-licenses or acquisitions of other product candidates.

Because of the numerous risks and uncertainties associated with research, development, and commercialization of our product candidates, we are unable to estimate the exact amount of our working capital requirements. Our future capital requirements will depend on many factors, including:

- the initiation, timing, costs, progress and results of our ongoing Phase 1/2 clinical trials of RP-3500 and our ongoing Phase 1 clinical trials of RP-6306;
- the progress of preclinical development and possible clinical trials of our current earlier-stage programs;
- the scope, progress, results and costs of our research programs and preclinical development of any additional product candidates that we may pursue;
- the development requirements of other product candidates that we may pursue;
- our headcount growth and associated costs as we expand our research and development and establish a commercial infrastructure;
- the timing and amount of milestone and royalty payments that we are required to make or eligible to receive under our current or future collaboration agreements, including the Roche Agreement;
- the outcome, timing and cost of meeting regulatory requirements established by the FDA, EMA and other regulatory authorities;
- the costs and timing of future commercialization activities, including product manufacturing, marketing, sales and distribution, for any of our product candidates for which we or our collaborators receive marketing approval;
- the cost of expanding, maintaining and enforcing our intellectual property portfolio, including filing, prosecuting, defending and enforcing our patent claims and other intellectual property rights;
- the cost of defending potential intellectual property disputes, including patent infringement actions brought by third parties against us or any of our product candidates;
- the effect of competing technological and market developments;
- the cost and timing of completion of commercial-scale manufacturing activities;
- the extent to which we partner our programs, acquire or in-license other product candidates and technologies or enter into additional strategic collaborations;
- the revenue, if any, received from commercial sales of RP-3500, RP-6306 and any future product candidates for which we or our collaborators receive marketing approval; and
- the costs of operating as a public company.

Until such time, if ever, as we can generate substantial product revenues to support our cost structure, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations and other similar arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interest of our shareholders 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 shareholders. Debt financing and 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. If we raise funds through collaborations, 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 and/or may reduce the value of our common shares. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market our product candidates even if we would otherwise prefer to develop and market such product candidates ourselves.

Cash Flows

Comparison of the Six Months Ended June 30, 2022 and 2021

The following table summarizes our cash flows for each of the periods presented:

	Six Months Ended June 30,		
	2022	2021	Change
		(in thousands)	
Net cash used in operating activities	$ (58,199)	$ (32,285)	$ (25,914)
Net cash used in investing activities	(906)	(889)	(17)
Net cash provided by financing activities	446	632	(186)
Effect of exchange rate fluctuations on cash held	66	(1)	67
Net Decrease In Cash And Cash Equivalents And Restricted Cash	$ (58,593)	$ (32,543)	$ (26,050)

Operating Activities

Net cash used in operating activities was $58.2 million for the six months ended June 30, 2022, reflecting a net loss of $72.9 million, offset by a net change of $5.7 million in our net operating assets and non-cash charges of $8.9 million. The non-cash charges primarily consist of share-based compensation for option grants to employees, as well as depreciation expense, and non-cash lease expense offset by deferred taxes. The change in our net operating assets was primarily due to an increase of $3.3 million in accrued expenses and other current liabilities, and a decrease of $3.1 million in prepaid expenses.

Net cash used in operating activities was $32.3 million for the six months ended June 30, 2021, reflecting a net loss of $47.7 million, offset by a net change of $9.3 million in our net operating assets and non-cash charges of $6.1 million. The non-cash charges primarily consist of share-based compensation for option grants to employees, as well as depreciation expense, and non-cash lease expense offset by deferred taxes. The change in our net operating assets was primarily due to an increase of $4.5 million in accrued expenses and other current liabilities, and a decrease of $4.6 million in prepaid expenses.

The $25.9 million increase in cash used in operating activities for the six months ended June 30, 2022 compared to the six months ended June 30, 2021 is primarily due to an increase in research and development and general and administration expenses, specifically direct external cost and personnel-related cost, as a result of increased efforts towards advancing the development of our RP-3500 and RP-6306 programs.

Investing Activities

Net cash used in investing activities was $0.9 million for the six months ended June 30, 2022 and resulted from the proceeds on maturities of marketable securities offset by the purchases of marketable securities and property and equipment.

Net cash used in investing activities was $0.9 million for the six months ended June 30, 2021 and resulted primarily from purchases of property and equipment.

Financing Activities

Net cash provided by financing activities was $0.4 million consisting of net proceeds from the exercise of stock options and purchase of common shares under the ESPP for the six months ended June 30, 2022.

Net cash provided by financing activities was $0.6 million consisting of net proceeds from the exercise of stock options for the six months ended June 30, 2021.

Material Cash Requirements

In June 2022, we procured a directors and officers, or D&O, liability insurance policy for a total aggregate premium of $4.3 million, including excise tax, of which $0.2 million has been recognized as accrued expenses and other current liabilities as of June 30, 2022. The total aggregate premium of D&O insurance in the amount of $4.3 million was paid and $4.1 million was recorded as prepaid expenses and other current assets in July 2022.

In July 2022, the Company entered into an agreement with The Broad Institute, Inc. ("Broad"), under which Broad will perform specialty screening services at the Company's request over the course of a three-year term in exchange for payments of approximately $0.8 million per year, beginning in July 2022, totaling $2.3 million in the aggregate.

Other than the changes described above, there were no material changes to our material cash requirements during the six months ended June 30, 2022 from those described under "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Annual Report.

Critical Accounting Estimates

This management's discussion and analysis is based on our unaudited condensed consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these unaudited condensed consolidated financial statements requires us to make judgments and estimates that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the unaudited condensed consolidated financial statements and the reported amounts of expenses during the reported periods. We base our estimates on historical experience, known trends and events, and various other factors that we believe to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions. On an ongoing basis, we evaluate our judgments and estimates in light of changes in circumstances, facts, and experience. The effects of material revisions in estimates, if any, will be reflected in the consolidated financial statements prospectively from the date of change in estimates.

There have been no significant changes to our critical accounting estimates from those described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in the Annual Report.

Recently Adopted Accounting Pronouncements

See Note 2 to our annual consolidated financial statements included in the Annual Report for a description of recent accounting pronouncements applicable to our financial statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are exposed to certain market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in foreign currency exchange rates.

Interest Rate Risk

Interest-earning instruments carry a degree of interest rate risk. In the six months ended June 30, 2022, we earned $0.7 million in interest income from cash balances held in interest bearing bank accounts. As of June 30, 2022, we have a balance of $6.3 million in short-term U.S. Treasury bills. We do not enter into investments for trading or speculative purposes. The objective of holding marketable securities is to invest our excess cash resources in investment vehicles that diversify our cash holdings and provide a guaranteed rate of return, with limited risk to the principal amount invested. We do not have in place any tools to manage our interest rate risk. The risk of a sudden, significant change in market interest rates relative to the interest rates earned on our bank accounts and marketable securities having an impact on our results of operations or cash flows is limited owing to the relative short-term nature of these investments.

Foreign Currency Exchange Risk

Our reporting and functional currency is the U.S. dollar. Assets and liabilities denominated in currencies other than the U.S. dollar are translated into U.S. dollars at exchange rates in effect at each balance sheet date. Income items and expenses are translated using the average exchange rate in effect for the relevant period.

We incur a portion of our expenses in Canadian dollars, as well as other currencies to a lesser extent. A change in the relative value of the U.S. dollar to the Canadian dollar and other currencies may negatively affect revenue and other operating results as expressed in U.S. dollars. We have not engaged in the hedging of foreign currency transactions to date, although we may choose to do so in the future. We do, however, keep expected Canadian dollar cash requirements in Canadian dollars to form a natural hedge. We are exposed to currency risk through our cash, research and development tax credits receivable, other receivables, accounts payable, accrued expenses and other current liabilities, and operating lease liabilities denominated in Canadian dollars. Based on our Canadian dollar net exposure as of June 30, 2022, and assuming all other variables remain constant, a 10% depreciation in the relative value of the U.S. dollar to the Canadian dollar would result in an increase of approximately $0.1 million on our net loss.

We are also exposed to currency risk through our collaboration agreement with Ono as future payments receivable under our collaboration agreement, if any, are denominated in Japanese yen.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2022. Based on the evaluation of our disclosure controls and procedures as of June 30, 2022, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving the desired control objectives. Our management recognizes that any control system, no matter how well designed and operated, is based upon certain judgments and assumptions and cannot provide absolute assurance that its objectives will be met. Similarly, an evaluation of controls cannot provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become involved in legal proceedings arising in the ordinary course of our business. We are not currently a party to any material legal proceedings, and we are not aware of any pending or threatened legal proceeding against us that we believe could have an adverse effect on our business, operating results or financial condition.

Item 1A. Risk Factors.

Investing in our common shares involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this Quarterly Report on Form 10-Q, including our unaudited condensed consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding whether to invest in our common shares. 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 shares could decline and you may lose all or part of your investment.

Risks Related to Our Financial Position and Capital Needs

Our limited operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

We are a clinical-stage biopharmaceutical company founded in 2016, and our operations to date have focused primarily on raising capital, organizing and staffing our company, conducting discovery and research activities, identifying potential synthetic lethal, or SL, gene pairs, establishing and protecting our intellectual property portfolio including for our proprietary SNIPRx platform, developing and progressing our product candidates through preclinical studies and clinical development, including continuing our open-label Phase 1/2 clinical trials of RP-3500 and our ongoing Phase 1 clinical trials of RP-6306, and establishing arrangements with third parties for the manufacture of initial quantities of our product candidates and component materials. We do not have any product candidates approved for sale and have not generated any revenue from product sales. Additionally, as an organization, we have not yet demonstrated an ability to successfully complete clinical development, obtain regulatory approvals, manufacture a commercial-scale product, or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful commercialization. Consequently, any predictions about our future success or viability may not be as accurate as they could be if we had a longer operating history.

We may encounter unforeseen expenses, difficulties, complications, delays and other known or unknown factors in achieving our business objectives. In time, we will need to transition from a company with a research and development focus to a company capable of supporting commercial activities. We may not be successful in such a transition.

Additionally, we expect our financial condition and operating results to continue to fluctuate from quarter to quarter and year to year due to a variety of factors, many of which are beyond our control. Accordingly, you should not rely upon the results of any quarterly or annual periods as indications of future operating performance.

We have incurred significant operating losses since inception and anticipate that we will continue to incur substantial operating losses for the foreseeable future and may never achieve or maintain profitability.

Investment in biopharmaceutical product development is a highly speculative undertaking and entails substantial upfront capital expenditures and significant risk that any potential product candidate will fail to demonstrate adequate efficacy or an acceptable safety profile, gain regulatory approval and become commercially viable. We have no products approved for commercial sale and have not generated any product revenue to date, and we are devoting substantially all of our financial resources and efforts to research and development of our product candidates including RP-3500 and RP-6306, as well as to enhancing our SNIPRx platform. To date, we have primarily funded our operations through sales of equity securities, including our IPO in June 2020 and our follow-on offering in November 2021. Furthermore, pursuant to the Roche Agreement as described above, we received an upfront payment of $125 million in July 2022.

We have incurred significant operating losses since our inception in 2016. Our net loss was $72.9 million for the six months ended June 30, 2022 and $106.9 million and $53.4 million for the years ended December 31, 2021 and 2020, respectively. As of June 30, 2022, we had an accumulated deficit of $283.1 million. We expect to continue to incur significant expenses and increasing operating losses

for the foreseeable future. It could be several years, if ever, before we have a commercialized drug. We anticipate that our expenses will increase substantially if, and as, we:

- continue our ongoing and planned development of our product candidates, including our ongoing Phase 1 clinical trials of RP-6306;
- initiate preclinical studies and clinical trials for any additional product candidates that we may pursue in the future, including our earlier-stage programs;
- seek to identify novel SL targets, develop small molecule inhibitors of these targets, nominate and develop additional product candidates and further expand our clinical product pipeline;
- seek regulatory approvals for any product candidates that successfully complete clinical trials;
- build a portfolio of product candidates through the discovery, development, or acquisition or in-license of drugs, product candidates or technologies;
- establish a sales, marketing, manufacturing and distribution capability to commercialize any product candidate for which we may obtain marketing approval;
- maintain, protect and expand our intellectual property portfolio;
- acquire or in-license other product candidates and technologies;
- hire additional clinical, regulatory and scientific personnel;
- add operational, financial and management information systems and personnel, including personnel to support our product development and planned future commercialization efforts; and
- incur additional legal, accounting and other expenses associated with operating as a public company.

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 of any product candidates that we may pursue, obtaining regulatory approval, procuring commercial-scale manufacturing, marketing, and selling any products for which we may obtain regulatory approval, as well as discovering or acquiring and then developing additional product candidates. We are only in the preliminary stages of some of these activities. We may never succeed in these activities and, even if we do, may never generate revenues that are significant enough to achieve profitability.

Because of the numerous risks and uncertainties associated with drug development, we are unable to accurately predict the timing or amount of expenses or when, or if, we will be able to achieve profitability. Our expenses could increase beyond our expectations if we are required by the U.S. Food and Drug Administration, or FDA, the European Medicines Agency, or EMA, or other regulatory authorities to perform studies in addition to those we currently expect, or if there are any delays in the initiation and completion of our clinical trials or the development of RP-6306 or any future product candidates.

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

We will require substantial additional funding to finance our operations. If we are unable to raise capital when needed, we could be forced to delay, reduce, or terminate certain of our product development programs or other operations.

To date, we have primarily funded our operations through sales of equity securities, including our IPO in June 2020 and our follow-on offering in November 2021, as well as upfront payments from collaboration and research agreements. We expect to spend substantial amounts to advance our product candidates into clinical development and to complete the clinical development of, seek regulatory approvals for and commercialize our product candidates, if approved. We will require additional capital, which we may raise through equity offerings, debt financings, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements or other sources to enable us to complete the development and potential commercialization of our product candidates. Furthermore, we have incurred and will continue to incur additional costs associated with operating as a public company. Adequate additional financing may not be available to us on acceptable terms, or at all. Our failure to raise capital as and when needed would have a negative effect on our financial condition and our ability to pursue our business strategy. In addition, attempting to secure additional financing may divert the time and attention of our management from day-to-day activities and harm our product candidate development efforts. If we are unable to raise capital when needed or on acceptable terms, we would be forced to delay, reduce, or eliminate certain of our research and development programs.

As of June 30, 2022, our cash and cash equivalents and marketable securities on hand was $282.1 million. We believe that our existing cash on hand, and the $125 million upfront payment received in July 2022 from the Roche Agreement, will enable us to fund our operating expenses and capital expenditure requirements into 2026. However, we will need to obtain substantial additional funding in connection with our continuing operations and planned activities. Our future capital requirements will depend on many factors, including:

- the continuation of our ongoing and planned development of our product candidates, including our ongoing Phase 1 clinical trials of RP-6306;
- the timing, costs, progress and results of our ongoing clinical trials of RP-6306;
- the progress of preclinical development and possible clinical trials of our current earlier-stage programs;
- the scope, progress, results and costs of our research programs and preclinical development of other product candidates that we may pursue;
- the development requirements of other product candidates that we may pursue;
- our headcount growth and associated costs as we expand our research and development and establish a commercial infrastructure;
- the timing and amount of milestone and royalty payments that we are required to make or eligible to receive under our current or future collaboration agreements, including the Roche Agreement;
- our election to opt-in to the co-development and profit share arrangement of RP-3500 pursuant to the Roche Agreement;
- the cost of establishing a sales, marketing and distribution infrastructure to commercialize any product candidates for which we may obtain marketing approval;
- the outcome, timing and cost of meeting regulatory requirements established by the FDA, EMA and other regulatory authorities;
- the costs and timing of future commercialization activities, including product manufacturing, marketing, sales and distribution, for any of our product candidates for which we receive marketing approval;
- the cost of expanding, maintaining and enforcing our intellectual property portfolio, including filing, prosecuting, defending and enforcing our patent claims and other intellectual property rights;
- the cost of defending potential intellectual property disputes, including patent infringement actions brought by third parties against us or any of our product candidates;
- the effect of competing technological and market developments;
- the cost and timing of completion of commercial-scale manufacturing activities;
- the extent to which we partner our programs, acquire or in-license other product candidates and technologies or enter into additional strategic collaborations;
- the revenue, if any, received from commercial sales of RP-3500, RP-6306 and any future product candidates for which we or our collaborators receive marketing approval;
- the addition of equipment and physical infrastructure to support our research and development; and
- the costs of operating as a public company.

Identifying potential product candidates and conducting preclinical testing and clinical trials is a time-consuming, expensive, and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain regulatory approval and achieve product sales. In addition, RP-3500, RP-6306 and any future product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of products that we do not expect to be commercially available for several years, if at all. Accordingly, we will need to continue to rely on additional financing to achieve our business objectives. Adequate additional financing may not be available to us on acceptable terms, or at all. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. If we are unable to raise capital when needed or on attractive terms, we could be forced to delay, reduce, or altogether terminate our research and development programs or future commercialization efforts.

Raising additional capital will cause dilution to our shareholders, restrict our operations, or require us to relinquish rights to our product candidates.

Until such time, if ever, as we can generate substantial product revenue, we expect to finance our cash needs through public or private equity or debt financings, third-party funding, marketing, and distribution arrangements, as well as other collaborations, strategic alliances and licensing arrangements, or any combination of these approaches. 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 shareholder. Debt and equity financings, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as redeeming our shares, making investments, incurring additional debt, making capital expenditures, declaring dividends or placing limitations on our ability to acquire, sell or license intellectual property rights.

If we raise additional capital through future collaborations, strategic alliances, or third-party licensing arrangements, we may have to relinquish certain valuable rights to our intellectual property, 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 capital when needed, we may be required to delay, limit, reduce or terminate our clinical development or future commercialization efforts, or grant rights to develop and market product candidates that we would otherwise develop and market ourselves.

Risks Related to the Development of Our Product Candidates

We are very early in our development efforts. If we are unable to advance our product candidates into and through clinical development, obtain regulatory approval and ultimately commercialize any of our product candidates, or experience significant delays in doing so, our business will be materially harmed.

We have no products approved for sale and our initial clinical product candidates, RP-3500 and RP-6306, are still in the early stages of clinical development and will require additional clinical development, regulatory review and approval in each jurisdiction in which we intend to market it, access to sufficient commercial manufacturing capacity, and significant sales and marketing efforts before we can generate any revenue from product sales. Our ability to generate product revenues, which we do not expect will occur for many years, if ever, will depend heavily on the successful clinical development and eventual commercialization, by us or our collaborators, of RP-3500, RP-6306 and one or more of our other product candidates. The success of our product candidates will depend on several factors, including the following:

- successful completion of preclinical studies, including the identification of clinical candidates for each of our preclinical programs;
- approval of investigational new drug, or IND, applications for our planned or future clinical trials;
- acceptance by the FDA, EMA or foreign regulatory authority of our development strategy;
- successful initiation of clinical trials;
- successful patient enrollment in and completion of clinical trials;
- safety, tolerability and efficacy profiles for our product candidates that are satisfactory to the FDA, EMA or any foreign regulatory authority for marketing approval;
- the extent of any required post-marketing approval commitments to applicable regulatory authorities;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for our product candidates;
- making arrangements with third-party manufacturers, or establishing manufacturing capabilities, for both clinical and commercial supplies of our product candidates, if any product candidates are approved;
- establishing sales, marketing and distribution capabilities and launching commercial sales of our products, if and when approved, whether alone or in collaboration with others;
- acceptance of our products, if and when approved, by patients, the medical community and third-party payors;
- effectively competing with other cancer therapies;
- obtaining and maintaining third-party coverage and adequate reimbursement and patients' willingness to pay out-of-pocket in the absence of such coverage and adequate reimbursement; and
- maintaining a continued acceptable safety profile of products following approval.

There is no guarantee that the results obtained in current preclinical studies, our ongoing open-label Phase 1/2 clinical trials of RP-3500, our ongoing Phase 1 clinical trials of RP-6306 or any future clinical trials of any product candidate will be sufficient to obtain regulatory approval or marketing authorization for such product candidate.

Many of these risks are beyond our control, including the risks related to clinical development, the regulatory submission process, potential threats to our intellectual property rights and the manufacturing, marketing, and sales efforts of any future collaborator. If we are unable to develop, receive regulatory approval for, or successfully commercialize our current or future product candidates, or if we experience delays as a result of any of these risks or otherwise, our business could be materially harmed.

Our business substantially depends upon the successful development of product candidates generated through the application of our SNIPRx platform, and in particular, our initial product candidates, RP-3500 and RP-6306. If we or our collaborators are unable to obtain regulatory approval for, and successfully commercialize, products developed through the application of our SNIPRx platform, our business may be materially harmed.

Our initial clinical product candidates, RP-3500 and RP-6306, were developed through the application of our SNIPRx platform. All of our product candidates to date were derived based on the same principle of SL. As such, negative results in the development of RP-3500 or RP-6306 may also impact our ability to obtain regulatory approval for our other product candidates, either at all or within anticipated timeframes because, although other product candidates may target different indications, the underlying technology platform, manufacturing process and development process is the same for all of our product candidates. Accordingly, a failure in any one program may decrease trust in our technology and affect the ability to obtain regulatory approval to continue or conduct clinical programs for other product candidates. If RP-3500 or RP-6306 shows unexpected adverse events or a lack of efficacy in the indications they are intended to treat, or if we or our collaborators experience other regulatory or developmental issues, our development plans and business could be significantly harmed.

We have limited experience as a company in conducting clinical trials.

We have limited experience as a company in conducting clinical trials. We began our first clinical trial of RP-3500 in July 2020 and our first clinical trial of RP-6306 in April 2021. In part because of this lack of experience, we cannot be certain that our clinical trials will begin or be completed on time, if at all. Large-scale clinical trials would require significant additional financial and management resources and reliance on third-party clinical investigators, contract research organizations, or CROs, and consultants. Relying on third-party clinical investigators, CROs and consultants may force us to encounter delays that are outside of our control. We may be unable to identify and contract with sufficient investigators, CROs and consultants on a timely basis or at all. There can be no assurance that we will be able to negotiate and enter into any master services agreement with CROs, as necessary, on terms that are acceptable to us on a timely basis or at all.

We may not be able to file INDs or IND amendments to commence additional clinical trials on the timelines we expect, and even if we are able to, the FDA may not permit us to proceed.

We have filed INDs for RP-3500 and RP-6306, but we may not be able to file INDs for our other product candidates on the timelines we expect. For example, we may experience manufacturing delays or other delays with IND-enabling studies. Moreover, we cannot be sure that submission of an IND will result in the FDA allowing further clinical trials to begin, or that, once begun, issues will not arise that suspend or terminate clinical trials. Additionally, even if such regulatory authorities agree with the design and implementation of the clinical trials set forth in an IND, we cannot guarantee that such regulatory authorities will not change their requirements in the future. These considerations also apply to new clinical trials we may submit as amendments to existing INDs or to a new IND. Any failure to file INDs on the timelines we expect or to obtain regulatory approvals for our trials may prevent us from completing our clinical trials or commercializing our products on a timely basis, if at all.

The effects of health epidemics, including the ongoing COVID-19 pandemic, in regions where we, or the third parties on which we rely, have business operations could adversely impact our business, including our preclinical studies and clinical trials. The COVID-19 pandemic, including variants of COVID-19, could materially affect our operations, including at our offices in Montréal and in the Boston Metro Area, and at our clinical trial sites, as well as the business or operations of our CROs or other third parties with whom we conduct business.

Our business could be adversely affected by health epidemics in regions where we have concentrations of clinical trial sites or other business operations, and could cause significant disruption in the operations of third party manufacturers and CROs upon whom we rely.

The ongoing COVID-19 pandemic resulted in many state, local and foreign governments, including the Québec provincial government and the Governor of the Commonwealth of Massachusetts, implementing significant measures, including closures,

quarantines, travel restrictions, occupancy limits and other social distancing directives. Because of the nature of our operations, we have been, and are currently, considered to be an essential business so, to date, our operations have only been partially affected by these orders. While the situation continues to evolve and certain locations have reduced or removed the restrictions initially adopted in response to the pandemic, new restrictions could be implemented, or prior restrictions reinstated in order to address any resurgences in cases of COVID-19, including those related to newer strains such as the Delta and Omicron variants. If new variants of COVID-19 appear and cause case levels to rise, mask mandates, social-distancing, travel restrictions and stay-at-home orders could be reinstated.

In response to these public health directives and orders, we have implemented work-from-home policies to support the community efforts to reduce the transmission of COVID-19 and protect employees, complying with guidance from federal, state/provincial or municipal government and health authorities. We implemented a number of measures to ensure employee safety and business continuity. Employees who can work from home have been doing so, during periods where this has been advised by local government authorities, while work in laboratories and facilities has been re-organized to reduce the risk of COVID-19 transmission. Business travel has been limited, and online and teleconference technology is used to meet virtually rather than in person.

The effects of any current or future regulatory measures and our work-from-home policies may negatively impact productivity, disrupt our business, and delay our clinical programs and timelines, the magnitude of which will depend, in part, on the length and severity of the restrictions and other limitations on our ability to conduct our business in the ordinary course. These and similar, and perhaps more severe, disruptions in our operations could negatively impact our business, operating results, and financial condition.

Quarantines, shelter-in-place, occupancy limits, and similar government orders, or the perception that such orders, shutdowns, or other restrictions on the conduct of business operations could occur, related to COVID-19 or other infectious diseases could impact personnel at third-party manufacturing facilities in the United States and other countries, or the availability or cost of materials, which would disrupt our supply chain. For example, we have contracts with multiple suppliers and CROs in China whose productivity may be impacted by ongoing COVID restrictions.

In addition, our ongoing and planned clinical trials may be affected by the COVID-19 pandemic, including:

- delays or difficulties in enrolling and retaining patients in our clinical trials, including patients that may not be able or willing to comply with clinical trial protocols if quarantines impede patient movement or interrupt healthcare services;
- delays or difficulties in clinical site initiation, including difficulties in recruiting and retaining clinical site investigators and clinical site staff;
- increased rates of patients withdrawing from our clinical trials following enrollment as a result of contracting COVID-19, being forced to quarantine or being unable to visit clinical trial locations or otherwise comply with clinical trial protocols;
- diversion or prioritization of healthcare resources away from the conduct of clinical trials and towards the COVID-19 pandemic, including the diversion of hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our clinical trials, and because, who, as healthcare providers, may have heightened exposure to COVID-19 and adversely impact our clinical trial operations;
- interruption of our clinical supply chain or key clinical trial activities, such as clinical trial site monitoring, due to limitations on travel imposed or recommended by federal, state/provincial or municipal governments, employers and others, including supply chain interruptions caused by ongoing restrictions for the supply of materials for product candidates or other materials necessary to manufacture product to conduct preclinical tests; and
- limitations in employee resources that would otherwise be focused on the conduct of our clinical trials, including because of sickness of employees or their families or the desire of employees to avoid contact with large groups of people.

For our ongoing and planned clinical trials that we expect to conduct at sites outside the United States, particularly in countries which experience heightened impact from COVID-19 and variants of COVID-19, in addition to the risks listed above, we may also experience the following adverse impacts:

- delays in receiving approval from local regulatory authorities to initiate our planned clinical trials;
- delays in clinical sites receiving the supplies and materials needed to conduct our clinical trials;
- interruption in global shipping that may affect the transport of clinical trial materials, such as investigational drug product and comparator drugs used in our clinical trials;

- changes in federal, state/provincial or municipal regulations related to the COVID-19 pandemic which may require us to change the ways in which our clinical trials are conducted, which may result in unexpected costs, or to discontinue the 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; and
- the refusal of the FDA, EMA or Health Canada to accept data from clinical trials in these affected geographies.

The impact of the COVID-19 pandemic and any variants continue to evolve. The extent to which the COVID-19 coronavirus may impact our business and clinical trials will depend on future developments, which are highly uncertain and cannot be predicted with confidence, such as the ultimate geographic spread of the disease, the duration of the outbreak, the results of vaccination efforts, resurgences of the virus, travel restrictions and social distancing in the United States, Canada and other countries, business closures or business disruptions and the effectiveness of actions taken in the United States, Canada and other countries to contain and treat the disease.

The successful development of targeted therapeutics, including our portfolio of SL small molecule inhibitors, as well as any related diagnostics, is highly uncertain.

Successful development of targeted therapeutics, such as our portfolio of SL small molecule inhibitors, as well as any related diagnostics, is highly uncertain and is dependent on numerous factors, many of which are beyond our control. Our SNIPRx platform is based on new technologies and methods relating to precision target and biomarker identification, screening, and validation. While we believe our clinical development approach will eventually provide validation of our SNIPRx platform, we have not, to date, sought regulatory approval for any therapeutics developed through our platform. As such, it is difficult to accurately predict the developmental challenges we may incur for our current and future product candidates as we proceed through product discovery, identification, preclinical studies, and clinical trials.

Our SNIPRx platform is novel and may not be effective at identifying SL targets for product candidates. We therefore cannot provide any assurance that we will be able to successfully identify additional novel targets or product candidates, advance any of these additional product candidates or diagnostics for their associated biomarkers through the development process. Most of our proposed targets are unproven in clinical trials and there is no guarantee that the preclinical data will translate into a clinical relevance of such novel biomarkers and targets.

Targeted therapeutics that appear promising in the early phases of development may fail to reach the market for several reasons, including:

- research or preclinical studies may show our targeted small molecule inhibitors or antagonists to be less effective than desired or to have harmful or problematic side effects or toxicities;
- failure to accurately identify, validate or develop clinically relevant biomarkers for our targeted therapeutic product candidates;
- trial results may show our targeted therapeutic small molecule inhibitors to be less effective than expected based on preclinical studies (e.g., a clinical trial could fail to meet its primary endpoint(s)) or to have unacceptable side effects or toxicities;
- the failure to receive the necessary regulatory approvals or a delay in receiving such approvals. Among other things, such delays may be caused by slow enrollment in clinical trials, patients dropping out of trials, length of time to achieve trial endpoints, additional time requirements for data analysis, preparation of IND applications, discussions with the FDA, an FDA request for additional preclinical or clinical data, or unexpected safety or manufacturing issues;
- manufacturing costs, formulation issues, pricing or reimbursement issues, or other factors that may make our targeted therapeutic small molecule inhibitors uneconomical;
- the size of the patient population that have disease with the appropriate biomarkers for which we are developing our product candidates may not be large enough to support commercial viability of our product candidates, if approved;
- proprietary rights of others and their competing products and technologies that may prevent our targeted therapeutic small molecule inhibitors, or the diagnostics for biomarkers associated with such small molecule inhibitors, from being commercialized;

- the development of alternative treatments or evolution in the standard of care for our targets may make our drugs less attractive; and
- our approach of using any of our product candidates in combination with other agents, including standard of care agents, may not materialize due to overlapping toxicity, high cost or an inability to replicate preclinical results in clinical trials.

As a result of these factors, it is more difficult for us to predict the time and cost of product candidate development, and we cannot predict whether the application of our SNIPRx platform will result in the identification, development, and regulatory approval of any products.

We may incur unexpected costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of our product candidates.

We may not commercialize, market, promote or sell any product candidate without obtaining marketing approval from the FDA, EMA, or other comparable regulatory authority, and we may never receive such approvals. It is impossible to predict when or if any of our product candidates will prove effective or safe in humans and will receive regulatory approval. Before obtaining marketing approval from regulatory authorities for the sale of our product candidates, we must complete preclinical development and then conduct extensive clinical trials to demonstrate the safety and efficacy of our product candidates in humans. Clinical testing is expensive, difficult to design and implement, can take many years to complete and is uncertain as to outcome. Competing clinical trials for the same populations targeted as ours may limit our enrollment, or the results of competitors with similar technologies and products may falsely undermine the potential of our SNIPRx platform. A failure of one or more clinical trials can occur at any stage of testing. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain marketing approval of their products.

We or our collaborators may experience numerous unforeseen events prior to, during, or as a result of, clinical trials that could delay or prevent our ability to receive marketing approval or commercialize RP-3500, RP-6306 and any future product candidates, including:

- delays in reaching a consensus with regulatory authorities on design or implementation of our clinical trials;
- regulators or institutional review boards, or IRBs, may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- delays in reaching agreement on acceptable terms with prospective CROs and clinical trial sites;
- the number of patients required for clinical trials of our product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate, patients may drop out of these clinical trials at a higher rate than we anticipate or fail to return for post-treatment follow-up or we may fail to recruit suitable patients to participate in a trial;
- delays in our combination trials due to lack of access to the drugs with which we are testing our product candidates;
- clinical trials of our product candidates may produce negative or inconclusive results;
- imposition of a clinical hold by regulatory authorities as a result of a serious adverse event, concerns with a class of product candidates or after an inspection of our clinical trial operations, trial sites or manufacturing facilities;
- occurrence of serious adverse events associated with the product candidate that are viewed to outweigh its potential benefits;
- external business disruptions affecting the initiation, patient enrollment, development and operation of our clinical trials, including a public health emergency, such as the COVID-19 pandemic;
- changes in regulatory requirements and guidance that require amending or submitting new clinical protocols; or
- we may decide, or regulators may require us, to conduct additional clinical trials or abandon product development programs.

Any inability to successfully complete preclinical and clinical development could result in additional costs to us or impair our ability to generate revenue from future drug sales or other sources. In addition, if we make manufacturing or formulation changes to our product candidates, we may need to conduct additional testing to bridge our modified product candidate to earlier versions. Clinical trial delays could also shorten any periods during which we may have the exclusive right to commercialize our product candidates, if approved, or allow our competitors to bring competing drugs to market before we do, which could impair our ability to successfully commercialize our product candidates and may harm our business, financial condition, results of operations and prospects.

Additionally, if the results of our clinical trials are inconclusive or if there are safety concerns or serious adverse events associated with our product candidates, we may:

- be delayed in obtaining marketing approval, if at all;
- obtain approval for indications or patient populations that are not as broad as intended or desired;
- obtain approval with labeling that includes significant use or distribution restrictions or safety warnings;
- be subject to additional post-marketing testing requirements;
- be required to perform additional clinical trials to support approval or be subject to additional post-marketing testing requirements;
- have regulatory authorities withdraw, or suspend, their approval of the drug or impose restrictions on its distribution in the form of a modified risk evaluation and mitigation strategy, or REMS;
- be subject to the addition of labeling statements, such as warnings or contraindications;
- be sued; or
- experience damage to our reputation.

Our product development costs will also increase if we experience delays in testing or obtaining marketing approvals. We do not know whether any of our preclinical studies or clinical trials will begin as planned, need to be restructured or be completed on schedule, if at all.

Clinical trials are very expensive, time consuming and difficult to design and implement.

Our product candidates will require clinical testing before we are prepared to submit a new drug application, or NDA, or equivalent application required in another jurisdiction for regulatory approval. We cannot predict with any certainty if or when we might submit an NDA or equivalent application required in another jurisdiction for regulatory approval for any of our product candidates or whether any such application will be approved by the FDA or other comparable regulatory authority, as applicable. Human clinical trials are very expensive and difficult to design and implement, in part because they are subject to rigorous regulatory requirements. For instance, the FDA or other comparable regulatory authority may not agree with our proposed endpoints for any future clinical trial of our product candidates, which may delay the commencement of our clinical trials. In addition, we may not succeed in developing and validating disease-relevant clinical endpoints based on insights regarding biological pathways for the diseases we are studying. The clinical trial process is also time consuming. We estimate that the successful completion of clinical trials for RP-3500, RP-6306 and any future product candidates will take several years to complete. Furthermore, failure can occur at any stage, and we could encounter problems that cause us to abandon or repeat clinical trials.

Success in preclinical studies or earlier clinical trials may not be indicative of results in future clinical trials and we cannot assure you that any ongoing, planned or future clinical trials will lead to results sufficient for the necessary regulatory approvals.

We initiated our first clinical trial, an open-label Phase 1/2 clinical trial of RP-3500, in the third quarter of 2020 and initiated a Phase 1 clinical trial of RP-6306 in the second quarter of 2021. Success in preclinical testing and earlier clinical trials does not ensure that later clinical trials will generate the same results or otherwise provide adequate data to demonstrate the efficacy and safety of a product candidate. Preclinical tests and Phase 1 and Phase 2 clinical trials are primarily designed to test safety, to study pharmacokinetics and pharmacodynamics and to understand the side effects of product candidates at various doses and schedules. Success in preclinical studies and earlier clinical trials does not ensure that later efficacy trials will be successful, nor does it predict final results. Frequently, product candidates that have shown promising results in early clinical trials have subsequently suffered significant setbacks in later clinical trials. In addition, the design of a clinical trial can determine whether its results will support approval of a product and flaws in the design of a clinical trial may not become apparent until the clinical trial is well advanced. We have limited experience designing clinical trials and may be unable to design and execute a clinical trial to support regulatory approval. There is a high failure rate for drugs and biologic products proceeding through clinical trials. Many companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in late-stage clinical trials even after achieving promising results in preclinical testing and earlier-stage clinical trials. These setbacks have been caused by, among other things, preclinical findings made while clinical trials were underway or safety or efficacy observations made in clinical trials, including previously unreported adverse events.

In addition, differences in trial design between early-stage clinical trials and later-stage clinical trials make it difficult to extrapolate the results of earlier clinical trials to later clinical trials. The early trials will be single arm and not comparing the results with existing (or new) standard of care. Moreover, clinical data are often susceptible to varying interpretations and analyses, and many companies

that have believed their product candidates performed satisfactorily in clinical trials have nonetheless failed to obtain marketing approval of their products or had to withdraw the product after comparator or later stage trials delivered results. The changing regulatory landscape may require larger and randomized trials that will take a longer time to perform.

Additionally, some of our trials may be open-label studies, where both the patient and investigator know whether the patient is receiving the investigational product candidate or an existing approved drug, introducing bias in early interpretation of the results. Most typically, open-label clinical trials test only the investigational product candidate and sometimes do so at different dose levels. Open-label clinical trials are subject to various limitations that may exaggerate any therapeutic effect as patients in open-label clinical trials are aware when they are receiving treatment. In addition, open-label clinical trials may be subject to an "investigator bias" where those assessing and reviewing the physiological outcomes of the clinical trials are aware of which patients have received treatment and may interpret the information of the treated group more favorably given this knowledge. Therefore, it is possible that positive results observed in open-label trials will not be replicated in later placebo-controlled trials. Further, as our trials are in patients who encountered multiple therapy failures previously, interpretation of results may be biased both towards lesser activity and at the same time towards a population that is able to tolerate and possibly benefit from novel therapies. Hence interpretation of any results from this population may not directly translate to our eventual pivotal trial population that will likely be more homogenous and less pretreated.

Data obtained from preclinical and clinical activities are subject to varying interpretations, which may delay, limit, or prevent regulatory approval. Moreover, as the development of the SL pair, ATM-ATR, is still early, any clinical validation of the SL approach to treating cancer may or may not validate our approach. In addition, we may experience regulatory delays or rejections as a result of many factors, including due to changes in regulatory policy during the period of our product candidate development. Any such delays could negatively impact our business, financial condition, results of operations and prospects.

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

From time to time, we may publish interim, "top-line" or preliminary data from our ongoing and planned clinical trials. Interim data from clinical trials that we may complete are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Preliminary or "top-line" 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, interim and preliminary data should be viewed with caution until the final data are available. Differences between preliminary or interim data and final data could significantly harm our business prospects and may cause the trading price of our common shares to fluctuate significantly.

The regulatory approval processes of the FDA and comparable foreign regulatory authorities are lengthy, time consuming and inherently unpredictable, and if we are ultimately unable to obtain regulatory approval for our product candidates, on a timely basis or at all, our business will be substantially harmed.

The length of time necessary to complete clinical trials and to submit an application for marketing approval for a decision by a regulatory authority may be difficult to predict for targeted therapeutic small molecule inhibitors, in large part because of the limited regulatory history associated with them. The clinical trial requirements of the FDA and other comparable foreign regulatory authorities and the criteria these regulators use to determine the safety and efficacy of a product candidate vary substantially according to the type, complexity, novelty and intended use and market of the product candidate. There is a limited history of multi-tumor indications, and any regulatory approvals may be conditioned upon confirmatory trials with clinical endpoints such as survival. Such trials are not only more expensive to conduct but take several years to complete. Increasing pressure from reimbursement bodies may result in poor (or no) acceptance of early trials for reimbursement. Except for certain PARP inhibitors, no products based on SL have been approved to date by regulators. As a result, the regulatory approval process for product candidates such as ours is uncertain and may be more expensive and take longer than the approval process for product candidates based on other, better known or more extensively studied technologies. It is difficult to determine how long it will take or how much it will cost to obtain regulatory approvals for our product candidates in either the United States or other comparable regions of the world or how long it will take to commercialize our product candidates. Delay or failure to obtain, or unexpected costs in obtaining, the regulatory approval necessary to bring a potential product candidate to market would adversely affect our business, financial condition, results of operations and prospects.

Our product candidates could fail to receive regulatory approval for many reasons, including the following:

- the FDA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials;
- we may be unable to demonstrate to the satisfaction of the FDA or comparable foreign regulatory authorities that a product candidate is safe and effective for its proposed indication;

- the results of clinical trials may not meet the level of statistical significance required by the FDA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that a product candidate's clinical and other benefits outweigh its safety risks;
- the FDA or comparable foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- the data collected from clinical trials of our product candidates may not be sufficient to support the submission of an NDA to the FDA or other submission or to obtain regulatory approval in the United States or elsewhere;
- the FDA or comparable foreign regulatory authorities may fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies; and
- the approval policies or regulations of the FDA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval.

Prior to obtaining approval to commercialize a product candidate in the United States or elsewhere, we or our collaborators must demonstrate with substantial evidence from well-controlled clinical trials, and to the satisfaction of the FDA or comparable foreign regulatory agencies, that such product candidates are safe and effective for their intended uses. Results from nonclinical studies and clinical trials can be interpreted in different ways. Even if we believe the nonclinical or clinical data for our product candidates are promising, such data may not be sufficient to support approval by the FDA or comparable foreign regulatory authorities. The FDA may also require us to conduct additional preclinical studies or clinical trials for our product candidates either prior to or post-approval, or it may object to elements of our clinical development program. Depending on the extent of these or any other studies required by the FDA or comparable foreign regulatory authorities, approval of any regulatory approval applications that we submit may be delayed by several years, or may require us to expend significantly more resources than we have available.

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

In addition, even if we were to obtain approval, regulatory authorities may approve any of our product candidates for fewer or more limited indications than we request, may impose significant limitations in the form of narrow indications, warnings, or a post-marketing risk management strategy such as a REMS or the equivalent in another jurisdiction. Regulatory authorities may not approve the price we intend to charge for our products, may grant approval contingent on the performance of costly post-marketing clinical trials, or may approve a product candidate with a label that does not include the labeling claims necessary or desirable for the successful commercialization of that product candidate. Any of the foregoing scenarios could materially harm the commercial prospects for our product candidates.

Synthetic lethality represents an emerging class of precision medicine targets, and negative perceptions of the efficacy, safety, or tolerability of this class of targets, including any that we develop, could adversely affect our ability to conduct our business, advance our product candidates or obtain regulatory approvals.

Aside from PARP inhibitors, such as Lynparza, Rubraca, Zejula and Talzenna, no SL small molecule inhibitor therapeutics have been approved to date by the FDA or other comparable regulators. Adverse events in future clinical trials of our product candidates or in clinical trials of others developing similar products and the resulting publicity, as well as any other adverse events in the field of SL, or other products that are perceived to be similar to SL, such as those related to gene therapy or gene editing, could result in a decrease in the perceived benefit of one or more of our programs, increased regulatory scrutiny, decreased confidence by patients and CROs in our product candidates, and less demand for any product that we may develop. Our pipeline of SL small molecule inhibitor product candidates could result in a greater quantity of reportable adverse events or other reportable negative clinical outcomes, manufacturing reportable events or material clinical events that could lead to clinical delays or holds by the FDA or applicable regulatory authority or other clinical delays, any of which could negatively impact the perception of one or more of our SL programs, as well as our business as a whole. In addition, responses by U.S. federal or foreign governments to negative public perception may result in new legislation or regulations that could limit our ability to develop any product candidates or commercialize any approved products, obtain, or maintain regulatory approval, or otherwise achieve profitability. More restrictive statutory regimes, government regulations, or negative public opinion would have an adverse effect on our business, financial condition, results of operations, and prospects, and may delay or impair the development of our product candidates and commercialization of any approved products or demand for any products we may develop.

We may not be successful in applying our SNIPRx platform to discover SL targets with therapeutic and commercial potential or in the discovery and development of commercially viable product candidates for us or our collaborators.

Our scientific approach focuses on applying our proprietary SNIPRx platform to identify SL targets across the human genome. Our drug discovery team then chooses targets identified by SNIPRx and develops potent and selective inhibitors of these targets. We use these inhibitors to further validate our SL findings before advancing them into clinical development.

We believe the results of our SNIPRx screen campaigns suggest that our platform is capable of identifying high quality product candidates, but past success in identifying potential product candidates does not assure future success for us with our internal drug discovery programs. Our SNIPRx platform is novel, and we may not succeed in applying our SNIPRx platform to identify targets for product candidates. We therefore cannot provide any assurance that we or our collaborators will be able to successfully identify additional product candidates or advance any of these additional product candidates. In addition, others may have discovered and prosecuted targets that we believe are undiscovered. As a result of these factors, it is more difficult for us to predict the time and cost of product candidate development, and we cannot predict whether the application of our SNIPRx platform will result in the identification, development, and regulatory approval of any products. In addition, we may not succeed in applying our STEP^2 screens to expand the potential patient populations that can be treated with our product candidates.

Efforts to identify, acquire or in-license, and then develop product candidates require substantial technical, financial, and human resources, whether or not any product candidates are ultimately identified. We apply our SNIPRx technology and STEP^2 screening in our efforts to discover potential precision targets for which our product candidates may be developed. Our efforts may initially show promise in identifying potential product candidates, yet fail to yield product candidates for clinical development, approved products, or commercial revenues for many reasons, including the following:

- the methodology used may not be successful in identifying potential product candidates;
- competitors may develop alternatives that render any product candidates we develop obsolete;
- any product candidates we develop may nevertheless be covered by third parties' patents or other exclusive rights;
- a product candidate may be shown to have harmful side effects or other characteristics that indicate it is unlikely to be effective or otherwise does not meet applicable regulatory criteria;
- a product candidate may not be capable of being produced in commercial quantities at an acceptable cost, or at all; and
- a product candidate may not be accepted as safe and effective by physicians, patients, the medical community or third-party payors.

Difficulty in enrolling patients could delay or prevent clinical trials of our product candidates. We may find it difficult to enroll patients in our ongoing and planned clinical trials with the genomic alterations that these trials are designed to target.

Identifying and qualifying patients to participate in clinical trials of our product candidates is critical to our success. The timing of completion of our clinical trials depends in part on the speed at which we can recruit patients to participate in testing our product candidates, and we may experience delays in our clinical trials if we encounter difficulties in enrollment. We may not be able to initiate or continue clinical trials for our product candidates if we are unable to locate 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. In particular, because we are focused on patients with specific genomic alterations identified by our STEP^2 screens, our ability to enroll eligible patients may be limited or may result in slower enrollment than we anticipate. Certain genes identified by our STEP^2 screens may not yet be included in commercially available panels or CLIA-validated panels used in large academic centers. We cannot be certain how many patients will have each of the genomic alterations that the applicable product candidate is designed to target or that the number of patients enrolled for each mutation will suffice for regulatory approval and inclusion of each such mutation in the approved label. We may be unsuccessful in our efforts to work with our clinical partners to identify patients who are eligible for our clinical trials.

In addition, some of our competitors have ongoing clinical trials for product candidates that treat the same or similar populations as our product candidates, and patients who would otherwise be eligible for our clinical trials may instead enroll in clinical trials of our competitors' product candidates.

We are engaging third parties to develop patient selection tools for use in our clinical trials, but such third parties may not be successful in developing such tools, furthering the difficulty in identifying patients with the targeted genomic alterations for our clinical trials and risking enrollment into our trials. Next Generation Sequencing panels may not include genes required for screening for our clinical trials or may not be broadly commercially available. The optimal method of diagnosis is not yet known and the availability of third party payment for diagnostic tests may limit our clinical trials as well. Further, if we are unable to include patients with the targeted

genomic alterations, this could compromise our ability to seek participation in FDA's expedited review and development programs or otherwise seek to accelerate clinical development and regulatory timelines.

The enrollment of patients further depends on many factors, including:

- the risks and benefits of the product candidate under trial;
- the availability and efficacy of competing therapies and clinical trials;
- the availability of genetic sequencing information for patient tumors so that we can identify patients with the targeted genomic alterations;
- the patient referral practices of physicians;
- the proximity of patients to clinical trial sites;
- the design of the clinical trial;
- our ability to recruit clinical trial investigators with the appropriate competencies and experience;
- the ability of any current or future license partner to execute on its development commitments and responsibilities for any product candidate to which it has acquired development rights in a given geography;
- our ability to obtain and maintain patient consents;
- reporting of the preliminary results of any of our clinical trials; and
- the risk that patients enrolled in clinical trials will drop out of the clinical trials before clinical trial completion.

Our clinical trials will compete with other clinical trials for product candidates that are in the same therapeutic areas as our product candidates, and this competition will reduce the number and types of patients available to us because some patients who might have opted to enroll in our clinical trials may instead opt to enroll in a clinical trial being conducted by one of our competitors. Since the number of qualified clinical investigators is limited, we expect to conduct some of our clinical trials at the same clinical trial sites that some of our competitors use, which will reduce the number of patients who are available for our clinical trials at such clinical trial sites. Moreover, because our product candidates represent a departure from more commonly used methods for cancer treatment and because our product candidates have not been tested in humans before, potential patients and their doctors may be inclined to use conventional therapies, such as chemotherapy, rather than enroll patients in any future clinical trial.

If we experience delays in the completion of, or termination of, any clinical trial of our product candidates, the commercial prospects of our product candidates will be harmed, and our ability to generate product revenue from any of these product candidates could be delayed or prevented.

Our product candidates may cause undesirable side effects or have other properties that could delay or prevent their regulatory approval, limit the commercial potential or result in significant negative consequences following any potential marketing approval.

Serious adverse events or undesirable side effects caused by our product candidates could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA, EMA, or other authorities. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects, toxicities, or unexpected characteristics, including death.

If unacceptable side effects or deaths arise in the development of our product candidates, we, the IRBs at the institutions in which our studies are conducted, the FDA or any comparable foreign regulatory authority could suspend or terminate our clinical trials or the FDA or other regulatory authorities could order us to cease clinical trials or deny approval of our product candidates for any or all targeted indications. Undesirable side effects or deaths in clinical trials with our product candidates may cause the FDA or comparable foreign regulatory authorities to place a clinical hold on the associated clinical trials, to require additional studies, or otherwise to delay or deny approval of our product candidates for any or all targeted indications. Treatment-related side effects could also affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. In addition, these side effects may not be appropriately recognized or managed by the treating medical staff. We expect to have to train medical personnel using our product candidates to understand the side effect profiles for our clinical trials and upon any commercialization of any of our product candidates. Inadequate training in recognizing or managing the potential side effects of our product candidates could result in patient injury or death. Any of these occurrences may harm our business, financial condition, and prospects significantly.

If any of our product candidates receives marketing approval, and we or others later identify undesirable side effects caused by any such product, including during any long-term follow-up observation period recommended or required for patients who receive treatment using our products, a number of potentially significant negative consequences could result, including:

- regulatory authorities may suspend, limit or withdraw approvals of such product, or seek an injunction against its manufacture and distribution;
- we may be required to recall a product or change the way such product is administered to patients;
- additional restrictions may be imposed on the marketing of the particular product or the manufacturing processes for the product;
- regulatory authorities may require additional warnings on the label, such as a boxed warning or contraindication, or issue safety alerts, Dear Healthcare Provider letters, press releases or other communications containing warnings or other safety information about the product;
- we may be required to implement a REMS or create a medication guide outlining the risks of such side effects for distribution to patients;
- the product could become less competitive;
- a strategic collaborator for the product may choose to terminate its agreement and compromise our ability to commercialize such product in the collaborator's geography;
- we may be subject to fines, injunctions, or the imposition of civil or criminal penalties;
- we could be sued and held liable for harm caused to patients; 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.

We may in the future conduct clinical trials for product candidates outside the United States, and the FDA and comparable foreign regulatory authorities may not accept data from such trials.

We currently expect, and may in the future choose, to conduct one or more clinical trials outside the United States, including in Europe. The acceptance of study data from clinical trials conducted outside the United States or another jurisdiction by the FDA or comparable foreign regulatory authority may be subject to certain conditions or may not be accepted at all. In cases where data from foreign clinical trials are intended to serve as the 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 U.S. population and U.S. medical practice; and (ii) the trials were performed by clinical investigators of recognized competence and pursuant to good clinical practice, or GCP, regulations. Additionally, the FDA's clinical trial requirements, including sufficient size of patient populations and statistical powering, must be met. 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. Results for our clinical trials may differ by jurisdiction as a result of varying standards of care or local restrictions on reimbursement from third-party payors for clinical trials, thereby affecting the willingness of the FDA or any comparable foreign regulatory authority to accept such data, 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 product candidates that we may develop not receiving approval for commercialization in the applicable jurisdiction.

If it is determined that companion diagnostics are needed, we may be unable to successfully develop companion diagnostics for biomarkers that enable patient selection, or experience significant delays in doing so, we may not realize the full commercial potential of our product candidates.

A key component of our strategy includes the use of diagnostic tools to guide patient selection of our product candidates. In some cases, a diagnostic tool may be commercially available, for example, on a tumor-profiling panel. If not already commercially available, we may be required to seek collaborations with diagnostic companies for the development of diagnostics for biomarkers associated with our product candidates. We may have difficulty in establishing or maintaining such development relationships, and we will face competition from other companies in establishing these collaborations. Furthermore, even if a diagnostic is commercially available, we may not be able to obtain reimbursement for its use without obtaining regulatory approval.

There are also several risks associated with biomarker identification and validation. We, in collaboration with any diagnostic partners, may not be able to identify predictive biomarkers or pharmacodynamic biomarkers for one or more of our programs. We may not be able to validate potential biomarkers (e.g., certain genomic alterations) or their functional relevance preclinically in relevant *in vitro* or *in vivo* models. Data analytics and information from databases that we rely on for identifying or validating some of our biomarker-target relationships may not accurately reflect potential patient populations or may be based on incorrect methodology. Potential biomarkers, even if validated preclinically, may not be functionally validated in human clinical trials.

If it is determined that companion diagnostics are needed, we may, in collaboration with these parties, be unable to successfully develop companion diagnostics for our product candidates, or experience delays in doing so, which may adversely affect the development of our product candidates. The development of companion diagnostic products requires a significant investment of working capital, and may not result in any future income. This could require us to raise additional funds, which could dilute our current investors or impact our ability to continue our operations in the future.

There are also risks associated with diagnostics that are commercially available, including that we may not have access to reliable supply for such diagnostics.

The failure to obtain required regulatory approvals for any companion diagnostic tests that may be required and that we may pursue may prevent or delay approval of our product candidates. Moreover, the commercial success of any of our product candidates may be tied to the regulatory approval, market acceptance and continued availability of a companion diagnostic.

The FDA and other comparable regulatory authorities regulate *in vitro* companion diagnostics as medical devices that will likely be subject to clinical trials in conjunction with the clinical trials for our product candidates, and which will require regulatory clearance or approval prior to commercialization. If it is determined that companion diagnostics are needed, we plan to collaborate with third parties for the development, testing and manufacturing of these companion diagnostics, the application for and receipt of any required regulatory clearances or approvals, and the commercial supply of these companion diagnostics. Our third-party collaborators may fail to obtain the required regulatory clearances or approvals, which could prevent or delay approval of our product candidates. In addition, the commercial success of any of our product candidates may be tied to and dependent upon the receipt of required regulatory clearances or approvals of the companion diagnostic.

For example, the genomic alterations our compounds are addressing, such as ATM loss and CCNE1 amplification, are uncommon genetic alterations in tumors, or their subsets and their prognostic significance has not been fully validated for the patient populations that we are targeting. Such development risk contributes to the costs that we may need to bear in validating the alterations as well as the optimal method of diagnostic screening for our clinical trial populations.

Even if a companion diagnostic is approved, we will rely on the continued ability of any third-party collaborator to make the companion diagnostic commercially available to us on reasonable terms in the relevant geographies. Market acceptance of the companion diagnostic may be low as a result of the cost and complexity of utilizing such companion diagnostic. Furthermore, if commercial tumor profiling panels are not able to be updated to include additional tumor-associated genes, or if clinical oncologists do not incorporate molecular or genetic sequencing into their clinical practice, we may not be successful in developing or commercializing our existing product candidates or any future product candidates.

We intend to pursue the development of certain of our product candidates in combination with other therapies, and regulatory approval, safety or supply issues with these other therapies may delay or prevent the development and approval of our product candidates.

We may explore the use of our product candidates in combination with other therapies, including those that are not yet approved. For example, pursuant to the terms of the Roche Agreement, we have retained the right to conduct specified clinical trials of RP-3500 in combination with RP-6306. If we choose to develop a product candidate for use in combination with an approved therapy, we are subject to the risk that the FDA or comparable foreign regulatory authorities could revoke approval of, or that safety, efficacy, manufacturing, or supply issues could arise with, the therapy used in combination with our product candidate. If the therapies we use in combination with our product candidates are replaced as the standard of care, the FDA or comparable foreign regulatory authorities may require us to conduct additional clinical trials, or we may not be able to obtain adequate reimbursement from third-party payors. The occurrence of any of these risks could result in our product candidates, if approved, being removed from the market or being less successful commercially.

Where we develop a product candidate for use in combination with a therapy that has not been approved by the FDA or comparable foreign regulatory authorities, we will not be able to market our product candidate for use in combination with such an unapproved therapy, unless and until the unapproved therapy receives regulatory approval. These unapproved therapies face the same risks described with respect to our product candidates currently in development, including serious adverse effects and delays in their clinical trials. In

addition, other companies may also develop their products or product candidates in combination with the unapproved therapies with which we are developing our product candidates for use in combination. Any setbacks in these companies' clinical trials, including the emergence of serious adverse effects, may delay or prevent the development and approval of our product candidates.

If the FDA or comparable foreign regulatory authorities do not approve or revoke their approval of, or if safety, efficacy, manufacturing, or supply issues arise with, therapies we choose to evaluate in combination with any of our product candidates, we may be unable to obtain regulatory approval of or to commercialize such product candidates in combination with these therapies.

Risks Related to the Commercialization of Our Product Candidates

We have never commercialized a product candidate and may experience delays or unexpected difficulties in obtaining regulatory approval for our current or future product candidates for our initial or potential additional indications.

We have never obtained regulatory approval for, or commercialized, a drug. It is possible that the FDA may refuse to accept any or all of our planned NDAs for substantive review or may conclude after review of our data that our application is insufficient to obtain regulatory approval for any product candidates. If the FDA does not approve any of our planned NDAs, it may require that we conduct additional costly clinical, nonclinical, or manufacturing validation studies before it will reconsider our applications. Depending on the extent of these or any other FDA-required studies, approval of any NDA or other application that we submit may be significantly delayed, possibly for several years, or may require us to expend more resources than we have available. Any failure or delay in obtaining regulatory approvals would prevent us from commercializing our current or future product candidates, generating revenues, and achieving and sustaining profitability. It is also possible that additional studies, if performed and completed, may not be considered sufficient by the FDA to approve any NDA or other application that we submit. If any of these outcomes occur, we may be forced to abandon the development of our product candidates, which would materially adversely affect our business and could potentially cause us to cease operations. We face similar risks for our applications in foreign jurisdictions.

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

We currently have no sales, marketing or distribution capabilities and have no experience in marketing products. We intend to develop an in-house marketing organization and sales force, which will require significant capital expenditures, management resources and time. We will have to compete with other pharmaceutical and biotechnology companies to recruit, hire, train, and retain marketing and sales personnel.

If we are unable or decide not to establish internal sales, marketing, and distribution capabilities, we will pursue arrangements with third-party sales, marketing, and distribution collaborators regarding the sales and marketing of our products, if approved. However, there can be no assurance that we will be able to establish or maintain such arrangements on favorable terms or if at all, or if we are able to do so, that these third-party arrangements will provide effective sales forces or marketing and distribution capabilities. Any revenue we receive will depend upon the efforts of such third parties, which may not be successful. We may have little or no control over the marketing and sales efforts of such third parties and our revenue from product sales may be lower than if we had commercialized our product candidates ourselves. We also face competition in our search for third parties to assist us with the sales and marketing efforts of our product candidates.

There can be no assurance that we will be able to develop in-house sales and distribution capabilities or establish or maintain relationships with third-party collaborators to commercialize any product in the United States or overseas.

Due to our limited resources and access to capital, we must, and have in the past decided to, prioritize development of certain product candidates over other potential product candidates. These decisions may prove to have been wrong and may adversely affect our ability to develop our own programs, our attractiveness as a commercial partner and may ultimately have an impact on our commercial success.

Because we have limited resources and access to capital to fund our operations, we must decide which product candidates to pursue and the amount of resources to allocate to each. Our decisions concerning the allocation of research, collaboration, management, and financial resources toward particular proprietary molecules in our library, product candidates or therapeutic areas may not lead to the development of viable commercial products and may divert resources away from better opportunities. Similarly, our decisions to delay, terminate or collaborate with third parties in respect of certain product development programs may also prove not to be optimal and could cause us to miss valuable opportunities. If we make incorrect determinations regarding the market potential of our product candidates or misread trends in the biopharmaceutical industry, in particular for our lead product candidate, our business, financial condition and results of operations could be materially adversely affected.

Even if we obtain regulatory approval of our product candidates, the products may not gain market acceptance among physicians, patients, hospitals, cancer treatment centers and others in the medical community.

The use of precision medicines as a potential cancer treatment is a recent development and may not become broadly accepted by physicians, patients, hospitals, cancer treatment centers and others in the medical community. Various factors will influence whether our product candidates are accepted in the market, including:

- the clinical indications for which our product candidates are approved;
- physicians, hospitals, cancer treatment centers and patients considering our product candidates as a safe and effective treatment;
- the potential and perceived advantages of our product candidates over current or future alternative treatments;
- our ability to demonstrate the advantages of our product candidates over other cancer medicines;
- the prevalence and severity of any side effects;
- the prevalence and severity of any side effects for other precision medicines and public perception of other precision medicines;
- product labeling or product insert requirements of the FDA or comparable foreign regulatory authorities;
- limitations or warnings contained in the labeling approved by the FDA or comparable foreign regulatory authorities;
- the timing of market introduction of our product candidates as well as competitive products;
- the cost of treatment, including with respect to diagnostic tools for our product candidates, and the availability of testing for patient selection;
- the pricing of our products, if approved, and the availability of adequate coverage and reimbursement by third-party payors and government authorities;
- the willingness of patients to pay out-of-pocket in the absence of coverage or adequate reimbursement by third-party payors and government authorities;
- relative convenience and ease of administration, including as compared to alternative treatments and competitive therapies; and
- the effectiveness of our sales and marketing efforts.

If our product candidates are approved for commercialization but fail to achieve market acceptance among physicians, patients, hospitals, cancer treatment centers or others in the medical community, we will not be able to generate significant revenue.

In addition, although our product candidates differ in certain ways from other precision medicine approaches, serious adverse events or deaths in other clinical trials involving precision medicines, even if not ultimately attributable to our product or product candidates, could result in increased government regulation, unfavorable public perception and publicity, potential regulatory delays in the testing or licensing of our product candidates, stricter labeling requirements for those product candidates that are licensed, and a decrease in demand for any such product candidates.

Even if our products achieve market acceptance, we may not be able to maintain that market acceptance over time if new products or technologies are introduced that are more favorably received than our products, are more cost effective or render our products obsolete.

The market opportunities for our product candidates may be relatively small as it will be limited to those patients who are ineligible for or have failed prior treatments and our estimates of the prevalence of our target patient populations may be inaccurate.

Cancer therapies are sometimes characterized as first line, second line, or third line, and the FDA often approves new therapies initially only for a particular line of use. 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, usually chemotherapy, antibody drugs, tumor-targeted small molecules, hormone therapy, radiation therapy, surgery, or a combination of these, proves unsuccessful, second line therapy may be administered. Second line therapies often consist of more chemotherapy, radiation, antibody drugs, tumor-targeted small molecules, or a combination of these. Third line therapies can include chemotherapy, antibody drugs and small molecule tumor-targeted therapies, more invasive forms of surgery and new technologies. We expect to initially seek approval of our product candidates in most instances

at least as a second or third line therapy. Subsequently, for those product candidates that prove to be sufficiently safe and beneficial, if any, we would expect to seek approval as a second line therapy and potentially as a first line therapy, but there is no guarantee that our product candidates, even if approved as a second or third or subsequent line of therapy, would be approved for an earlier line of therapy, and, prior to any such approvals, we may have to conduct additional clinical trials.

We rely on various sources, including published literature and public or proprietary databases, to ascertain an estimate of the number of patients having particular genomic alterations, such as mutations, deletions or fusions. The determinable prevalence may vary depending on the source and quality of the underlying data and in some cases, insufficient data or poorly curated data may impact our ability to accurately estimate the prevalence of our target patient populations for each indication and in the aggregate across multiple indications both in the clinical trial setting, as well as in the commercial setting, if our product is approved. If the market opportunities for our product candidates are smaller than we estimate, our business, financial position, results of operations and prospects may be harmed. In addition, upon treatment with our product candidates, patients may have or develop resistance to our product candidates, reducing the addressable patient population and duration of treatment.

We face substantial competition, which may result in others developing or commercializing drugs before or more successfully than us.

The biopharmaceutical industry is characterized by intense competition and rapid innovation. Our competitors may be able to develop other compounds or drugs that are able to achieve similar or better results. Our potential competitors include major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies and universities and other research institutions. Many of our competitors have substantially greater financial, technical, and other resources, such a larger research and development team and experienced marketing and manufacturing organizations and well-established sales forces. Smaller or early-stage companies may also prove to be significant competitors, particularly as they develop novel approaches to treating disease indications that our product candidates are also focused on treating. Established pharmaceutical companies may also invest heavily to accelerate discovery and development of novel therapeutics or to in-license novel therapeutics that could make the product candidates that we develop obsolete. Mergers and acquisitions in the biotechnology and pharmaceutical industries may result in even more resources being concentrated in our competitors. Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in these industries. Our competitors, either alone or with collaborative partners, may succeed in developing, acquiring, or licensing on an exclusive basis drug or biologic products that are more effective, safer, more easily commercialized or less costly than our product candidates or may develop proprietary technologies or secure patent protection that we may need for the development of our technologies and products. We believe the key competitive factors that will affect the development and commercial success of our product candidates are efficacy, safety, tolerability, reliability, convenience of use, price, and reimbursement.

We face competition from segments of the pharmaceutical, biotechnology and other related markets that pursue the development of precision oncology therapies for patients with genetically-defined cancers. Several biopharmaceutical companies, including Loxo Oncology, Inc. (now a division of Eli Lilly and Company), Blueprint Medicines Corporation, Agios Pharmaceuticals, Inc., SpringWorks Therapeutics, Inc., Black Diamond Therapeutics, Inc., Deciphera Pharmaceuticals, Inc., Tango Therapeutics, Inc., Zentalis Pharmaceuticals, Inc., and Turning Point Therapeutics, Inc., are developing precision oncology medicines. In addition, we may face competition from companies developing product candidates that are based on SL, including AstraZeneca, GlaxoSmithKline, Pfizer, Bayer, Merck Serono, Artios Pharma Ltd., IDEAYA Biosciences, Inc., Impact Therapeutics, Inc., Atrin Pharmaceuticals LLC., Antengene Corporation, Schrodinger, Inc., Cyteir Therapeutics, Inc., and Debiopharm Group.

We anticipate that we will continue to face intense and increasing competition as new treatments enter the market and advanced technologies become available. There can be no assurance that our competitors are not currently developing, or will not in the future develop, products that are equally or more effective or are more economically attractive than any of our current or future product candidates. Competing products may gain faster or greater market acceptance than our products, if any, and medical advances or rapid technological development by competitors may result in our product candidates becoming non-competitive or obsolete before we are able to recover our research and development and commercialization expenses. If we or our product candidates do not compete effectively, it may have a material adverse effect on our business, financial condition, and results of operations.

If we obtain approval to commercialize any products outside of the United States, a variety of risks associated with international operations could adversely affect our business.

If any of our product candidates are approved for commercialization, we may seek to enter into agreements with third parties to market them in certain jurisdictions outside the United States. We expect that we would be subject to additional risks related to international pharmaceutical operations, including:

- different regulatory requirements for drug approvals and rules governing drug commercialization in foreign countries;

- reduced protection for intellectual property rights;
- foreign reimbursement, pricing and insurance regimes;
- unexpected changes in tariffs, export controls, sanctions, trade barriers and regulatory requirements;
- economic weakness, including inflation, or political instability in particular foreign economies and markets;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenues, and other obligations incident to doing business in another country;
- business interruptions resulting from geopolitical actions, including war, such as the Russia invasion of Ukraine, and terrorism, natural disasters including earthquakes, typhoons, floods and fires, or from economic or political instability, or public health emergencies, such as the novel COVID-19 coronavirus and related shelter-in-place orders, travel, social distancing and quarantine policies, boycotts, curtailment of trade and other business restrictions;
- greater difficulty with enforcing our contracts;
- potential noncompliance with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 and similar anti-bribery and anticorruption laws in other jurisdictions; and
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad.

As an organization, we have no prior experience in these areas. In addition, there are complex regulatory, tax, labor and other legal requirements imposed by individual countries in Europe with which we may need to comply. If we are unable to successfully manage the challenges of international expansion and operations, our business and operating results could be harmed.

Coverage and adequate reimbursement may not be available for our product candidates, which could make it difficult for us to sell profitably or at all, if approved.

Market acceptance and sales of any product candidates that we commercialize, if approved, will depend in part on the extent to which reimbursement for these drugs and related treatments will be available from third-party payors, including government health administration authorities, managed care organizations and other private health insurers. Our ability to commercialize any products successfully will also depend in part on the extent to which coverage and adequate reimbursement for the procedures utilizing our product candidates, performed by health care providers, once approved, will be available from government health administration authorities, private health insurers and other organizations. Government authorities and other third-party payors, such as private health insurers and health maintenance organizations, determine which procedures, and the products utilized in such procedures, they will cover and establish reimbursement levels. Assuming coverage is obtained for procedures utilizing 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. Patients who undergo procedures for the treatment of their conditions, and their treating physicians, generally rely on third-party payors to reimburse all or part of the costs associated with the procedures which utilize our products. Treating physicians are unlikely to use and order our products unless coverage is provided and the reimbursement is adequate to cover all or a significant portion of the cost of the procedures which utilize our products. Therefore, coverage and adequate reimbursement for procedures which utilize new products is critical to the acceptance of such new products. Coverage decisions may depend upon clinical and economic standards that disfavor new products when more established or lower cost therapeutic alternatives are already available or subsequently become available.

While no uniform policy for coverage and reimbursement exists in the United States, third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own coverage and reimbursement policies. However, decisions regarding the extent of coverage and amount of reimbursement to be provided for any product candidates that we develop will be made on a payor-by-payor basis. Therefore, one payor's determination to provide coverage for a drug does not assure that other payors will also provide coverage, and adequate reimbursement, for the drug. Additionally, a third-party payor's decision to provide coverage for a therapy does not imply that an adequate reimbursement rate will be approved. Each payor determines whether or not it will provide coverage for a therapy, what amount it will pay the manufacturer for the therapy, and on what tier of its formulary it will be placed. The position on a payor's list of covered drugs, or formulary, generally determines the co-payment that a patient will need to make to obtain the therapy and can strongly influence the adoption of such therapy by patients and physicians. Patients who are prescribed treatments for their conditions and providers prescribing such services generally rely on third-party payors to reimburse all or part of the associated healthcare costs. Patients are unlikely to use our products unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our products.

Third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. We cannot be sure that coverage and reimbursement will be available for any drug that we commercialize and, if reimbursement is available, what the level of reimbursement will be. Inadequate coverage and reimbursement may impact the demand

for, or the price of, any drug for which we obtain marketing approval. Additionally, we or our collaborators may develop companion diagnostic tests for use with our product candidates. 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 products, will apply to companion diagnostics. If coverage and adequate reimbursement are not available, or are available only to limited levels, we may not be able to successfully commercialize any product candidates that we develop.

Even if we are successful in obtaining regulatory approval, commercial success of any approved products will also depend in large part on the availability of insurance coverage and adequate reimbursement from third-party payors, including government payors, such as the Medicare and Medicaid programs, and managed care organizations, which may be affected by existing and future healthcare reform measures designed to reduce the cost of healthcare. Third-party payors could require us to conduct additional studies, including post-marketing studies related to the cost-effectiveness of a product, to qualify for reimbursement, which could be costly and divert our resources. If government and other healthcare payors were not to provide adequate insurance coverage and reimbursement levels for any of our products once approved, market acceptance and commercial success would be limited.

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

We are exposed to potential product liability and professional indemnity risks that are inherent in the research, development, manufacturing, marketing and use of biopharmaceutical products. Currently, we have no products that have been approved for commercial sale; however, the current and future use of product candidates by us and our collaborators in clinical trials, and the potential sale of any approved products in the future, may expose us to liability claims. These claims might be made by patients who use the product, healthcare providers, pharmaceutical companies, our collaborators, or others selling such products. Any claims against us, regardless of their merit, could be difficult and costly to defend and could materially adversely affect the market for our product candidates or any prospects for commercialization of our product candidates. Although the clinical trial process is designed to identify and assess potential side effects, it is always possible that a product, even after regulatory approval, may exhibit unforeseen side effects. If any of our product candidates were to cause adverse side effects during clinical trials or after approval of the product candidate, we may be exposed to substantial liabilities. Physicians and patients may not comply with any warnings that identify known potential adverse effects and patients who should not use our product candidates. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our products due to negative public perception;
- injury to our reputation;
- withdrawal of clinical trial participants or difficulties in recruiting new trial participants;
- initiation of investigations by regulators;
- costs to defend or settle the related litigation;
- a diversion of management’s time and our resources;
- substantial monetary awards to trial participants or patients;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenues from product sales; and
- the inability to commercialize any of our product candidates, if approved.

Although we believe we maintain adequate product liability insurance for our product candidates, it is possible that our liabilities could exceed our insurance coverage. We intend to expand our insurance coverage to include the sale of commercial products if we obtain marketing approval for any of our product candidates. However, we may not be able to maintain insurance coverage at a reasonable cost or obtain insurance coverage that will be adequate to satisfy any liability that may arise. If a successful product liability claim or series of claims is brought against us for uninsured liabilities or in excess of insured liabilities, our assets may not be sufficient to cover such claims and our business operations could be impaired.

Should any of the events described above occur, this could have a material adverse effect on our business, financial condition, and results of operations.

Risks Related to Regulatory Matters

Even if we obtain FDA approval for any of our product candidates in the United States, we may never obtain approval for or commercialize any of them in any other jurisdiction, which would limit our ability to realize their full market potential.

In order to market any products in any particular jurisdiction, we must establish and comply with numerous and varying regulatory requirements on a country-by-country basis regarding safety and efficacy.

Approval by the FDA in the United States does not ensure approval by regulatory authorities in other countries or jurisdictions. However, the failure to obtain approval in one jurisdiction may negatively impact our ability to obtain approval elsewhere. In addition, clinical trials conducted in one country may not be accepted by regulatory authorities in other countries, and regulatory approval in one country does not guarantee regulatory approval in any other country.

Approval processes vary among countries and can involve additional product testing and validation and additional administrative review periods. Seeking foreign regulatory approval could result in difficulties and increased costs for us and require additional preclinical studies or clinical trials which could be costly and time consuming. Regulatory requirements can vary widely from country to country and could delay or prevent the introduction of our products in those countries. We do not have any product candidates approved for sale in any jurisdiction, including in international markets, and we do not have experience in obtaining regulatory approval in international markets. If we fail to comply with regulatory requirements in international markets or to obtain and maintain required approvals, or if regulatory approvals in international markets are delayed, our target market will be reduced and our ability to realize the full market potential of any product we develop will be unrealized.

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

If any of our product candidates are approved, they will be subject to ongoing regulatory requirements for manufacturing, labeling, packaging, storage, advertising, promotion, sampling, record-keeping, conduct of post-marketing studies and submission of safety, efficacy, and other post-market information, including both federal and state requirements in the United States and requirements of comparable foreign regulatory authorities. In addition, we will be subject to continued compliance with cGMP and GCP requirements for any clinical trials that we conduct post-approval.

Manufacturers and manufacturers' facilities are required to comply with extensive FDA and comparable foreign regulatory authority requirements, including ensuring that quality control and manufacturing procedures conform to cGMP regulations. As such, we and our contract manufacturers will be subject to continual review and inspections to assess compliance with cGMP and adherence to commitments made in any NDA, other marketing application, and previous responses to inspection observations. Accordingly, we and others with whom we work must continue to expend time, money, and effort in all areas of regulatory compliance, including manufacturing, production, and quality control.

Any regulatory approvals that we receive for our product candidates may be subject to limitations on the approved indicated uses for which the product may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing testing, including Phase 4 clinical trials and surveillance to monitor the safety and efficacy of the product candidate. The FDA may also require a REMS program as a condition of approval of our product candidates, which could entail requirements for long-term patient follow-up, 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. Comparable foreign regulatory authorities may also have programs similar to REMS. In addition, if the FDA or a comparable foreign regulatory authority approves our product candidates, we will have to comply with requirements including submissions of safety and other post-marketing information and reports and registration.

The FDA may impose consent decrees or 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 our product candidates, 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 revisions to the approved labeling to add new safety

information; imposition of post-market studies or clinical trials 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 our products, withdrawal of the product from the market or voluntary or mandatory product recalls;
- fines, warning 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 license approvals;
- product seizure or detention or refusal to permit the import or export of our product candidates; and
- injunctions or the imposition of civil or criminal penalties.

The FDA strictly regulates marketing, labeling, advertising, and promotion of products that are placed on the market. Products may be promoted only for the approved indications 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 and a company that is found to have improperly promoted off-label uses may be subject to significant liability. However, physicians may, in their independent medical judgment, prescribe legally available products for off-label uses. The FDA does not regulate the behavior of physicians in their choice of treatments, but the FDA does restrict manufacturer's communications on the subject of off-label use of their products. The policies of the FDA and of comparable foreign regulatory authorities may change and additional government regulations may be enacted that could prevent, limit, or delay regulatory approval of our product candidates. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained and we may not achieve or sustain profitability.

Our relationships with customers, physicians, and third-party payors are subject, directly or indirectly, to federal and state healthcare fraud and abuse laws, false claims laws, transparency, health information privacy and security laws, and other healthcare laws and regulations. If we are unable to comply, or have not fully complied, with such laws, we could face substantial penalties.

Healthcare providers and third-party payors in the United States and elsewhere will play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our current and future arrangements with healthcare professionals, principal investigators, consultants, customers, and third-party payors subject us to various federal and state fraud and abuse laws and other healthcare laws that may constrain the business or financial arrangements and relationships through which we research, sell, market, and distribute our product candidates, if we obtain marketing approval. Such laws include:

- the U.S. 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 rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, lease, order or recommendation of, any good, facility, item or service, for which payment may be made, in whole or in part, under U.S. federal and state healthcare programs such as Medicare and Medicaid. 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 U.S. federal civil and criminal false claims laws, including the civil False Claims Act, which can be enforced by private individuals on behalf of the government through civil whistleblower or qui tam actions, and civil monetary penalties laws prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, to the U.S. 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 a false statement to avoid, decrease or conceal an obligation to pay money to the U.S. federal government. Manufacturers can be held liable under the False Claims Act even when they do not submit claims directly to government payors if they are deemed to "cause" the submission of false or fraudulent claims. In addition, the government may assert that a claim including items and services resulting from a violation of the U.S. federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act;
- the Health Insurance Portability and Accountability Act, or HIPAA, which created additional federal civil and criminal 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 U.S. federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;

- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and their implementing regulations, which impose certain obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information without appropriate authorization by covered entities subject to the rule, such as health plans, healthcare clearinghouses and certain healthcare providers and their business associates, independent contractors of a covered entity that perform certain services involving the use or disclosure of individually identifiable health information, as well as their covered subcontractors. HITECH also created new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions;
- the Federal Food, Drug, and Cosmetic Act, which prohibits, among other things, the adulteration or misbranding of drugs, biologics and medical devices;
- the U.S. Public Health Service Act, which prohibits, among other things, the introduction into interstate commerce of a biological product unless a biologics license is in effect for that product;
- the U.S. Physician Payments Sunshine Act and its implementing regulations, which require certain manufacturers of drugs, devices, biologics and medical supplies that are reimbursable under Medicare, Medicaid, or the Children's Health Insurance Program, with specific exceptions, to report annually to the Centers for Medicare & Medicaid Services, or CMS, information related to certain payments and other transfers of value to physicians (currently defined to include doctors, dentists, optometrists, podiatrists and chiropractors), other healthcare professionals (such as physicians assistants and nurse practitioners), and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members;
- analogous U.S. state laws and regulations, including: state anti-kickback and false claims laws, which may apply to our business practices, including but not limited to, research, distribution, sales and marketing arrangements and claims involving healthcare items or services reimbursed by any third-party payor, including private insurers; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the U.S. federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws and regulations that require drug manufacturers to file reports relating to drug pricing and marketing information, which requires tracking gifts and other remuneration and items of value provided to healthcare professionals and entities; state and local laws that require the registration of pharmaceutical sales representatives; and state laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts; and
- analogous laws in other jurisdictions including, but not limited to, laws relating to interactions with government officials, privacy laws, transparency laws, laws relating to reimbursement, competition, consumer protection laws, laws relating to the marketing of health products and other healthcare-related laws.

In addition, we are also subject to federal and state consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm customers.

Ensuring that our business arrangements with third parties comply with applicable healthcare laws and regulations will likely be costly. 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 civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participating in government funded healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, contractual damages, reputational harm and the curtailment or restructuring of our operations.

If the physicians or other providers or entities with whom we expect to do business are found not to be in compliance with applicable laws, they may be subject to significant criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs. Even if resolved in our favor, litigation or other legal proceedings relating to healthcare laws and regulations may cause us to incur significant expenses and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common shares. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for

development, manufacturing, sales, marketing, or distribution activities. Uncertainties resulting from the initiation and continuation of litigation or other proceedings relating to applicable healthcare laws and regulations could have a material adverse effect on our ability to compete in the marketplace.

Enacted and future healthcare legislation may increase the difficulty and cost for us to progress our clinical programs and obtain marketing approval of and commercialize our product candidates and may affect the prices we may set.

In the United States and other jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes and proposed changes to the healthcare system that could affect our future results of operations. In particular, there have been and continue to be a number of initiatives at the U.S. federal and state levels that seek to reduce healthcare costs and improve the quality of healthcare. For example, in March 2010, the Patient Protection and Affordable Care Act, or the ACA, was enacted, which substantially changed the way healthcare is financed by both governmental and private insurers. Among the provisions of the ACA, those of greatest importance to the pharmaceutical and biotechnology industries include the following:

- an annual, non-deductible fee payable by any entity that manufactures or imports certain branded prescription drugs and biologic agents (other than those designated as orphan drugs), which is apportioned among these entities according to their market share in certain government healthcare programs;
- 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;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing a manufacturer's Medicaid rebate liability;
- a licensure framework for follow on biologic products;
- 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
- establishment of a Center for Medicare & Medicaid Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

There have been judicial, Congressional and executive branch challenges to certain aspects of the ACA. For example, on June 17, 2021, the U.S. 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. Moreover, prior to the U.S. Supreme Court ruling, on January 28, 2021, President Biden issued an executive order that initiated a special enrollment period 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. It is possible that the ACA will be subject to judicial or Congressional challenges in the future. It is also unclear how any such challenges and other litigation, and the healthcare reform measures of the Biden administration will impact the ACA and our business.

In addition, other legislative changes have been proposed and adopted in the United States since the ACA was enacted. In August 2011, the Budget Control Act of 2011, among other things, led to aggregate reductions of Medicare payments to providers of 2% per fiscal year. These reductions went into effect in April 2013 and, due to subsequent legislative amendments to the statute will remain in effect through 2030 unless additional action is taken by Congress. These Medicare sequester reductions have been suspended from May 1, 2020 through March 31, 2022 due to the COVID-19 pandemic. Under current legislation, the actual reduction in Medicare payments will vary from 1% in 2022 to up to 3% in the final fiscal year of this sequester. On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 into law, which eliminates the statutory Medicaid drug rebate cap, currently set at 100% of a drug's average manufacturer price, for single source and innovator multiple source drugs, beginning January 1, 2024. In January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These new laws or any other similar laws introduced in the future may result in additional reductions in Medicare and other health care funding, which could negatively affect our customers and accordingly, our financial operations.

Moreover, payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives. For example, CMS may develop new payment and delivery models, such as bundled payment models. In addition, recently there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several U.S.

Congressional inquiries and proposed and enacted federal legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under Medicare, and review the relationship between pricing and manufacturer patient programs. The Trump administration used several means to propose or implement drug pricing reform, including through federal budget proposals, executive orders and policy initiatives. For example, on July 24, 20202 and September 13, 2020, the Trump administration announced several executive orders related to prescription drug pricing that attempt to implement several of the administration's proposals. The FDA also released a final rule and guidance in September 2020 implementing a portion of the importation executive order providing pathways for states to build and submit importation plans for drugs from Canada. Further, on November 20, 2020, the U.S. Department of Health and Human Services, or HHS, finalized a regulation removing safe harbor protection for price reductions from pharmaceutical manufacturers to plan sponsors under Part D, either directly or through pharmacy benefit managers, unless the price reduction is required by law. The rule also creates a new safe harbor for price reductions reflected at the point-of-sale, as well as a new safe harbor for certain fixed fee arrangements between pharmacy benefit managers and manufacturers. The implementation of this rule has been delayed until January 1, 2027. On November 20, 2020, CMS issued an interim final rule implementing former President Trump's Most Favored Nation executive order, which would tie Medicare Part B payments for certain physician-administered drugs to the lowest price paid in other economically advanced countries, effective January 1, 2021. As a result of litigation challenging the Most Favored Nation model, on December 27, 2021, CMS published a final rule that rescinded the Most Favored Nation Model interim final rule. In July 2021, the Biden administration released an executive order, "Promoting Competition in the American Economy," with multiple provisions aimed at prescription drugs. In response to Biden's executive order, on September 9, 2021, HHS released a Comprehensive Plan for Addressing High Drug Prices that outlines principles for drug pricing reform and sets out a variety of potential legislative policies that Congress could pursue as well as potential administrative actions HHS can take to advance these principles. No legislation or administrative actions have been finalized to implement these principles. In addition, Congress is considering drug pricing as part of other reform initiatives. We expect that additional U.S. federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that the U.S. federal government will pay for healthcare products and services, which could result in reduced demand for our product candidates or additional pricing pressures.

Individual states in the United States have also 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 or put pressure on our product pricing.

In markets outside of the United States, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific products and therapies. The price control regulations outside of the United States can have a significant impact on the profitability of a given market, and further uncertainty is introduced if and when these laws change. For example, in Canada, price control legislation for patented medicines is currently undergoing significant change that may have significant effects on profitability in Canada.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action in the United States or any other jurisdiction. It is possible that additional governmental action is taken in response to the COVID-19 pandemic. If we or any third parties we may engage are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we or such third parties are not able to maintain regulatory compliance, our product candidates may lose any regulatory approval that may have been obtained and we may not achieve or sustain profitability.

We may face potential liability if we obtain identifiable patient health information from clinical trials sponsored by us.

Most healthcare providers, including certain research institutions from which we may obtain patient health information, are subject to privacy and security regulations promulgated under HIPAA, as amended by the HITECH. We are not currently classified as a covered entity or business associate under HIPAA and thus are not directly subject to its requirements or penalties. However, any person may be prosecuted under HIPAA's criminal provisions either directly or under aiding-and-abetting or conspiracy principles. Consequently, depending on the facts and circumstances, we could face substantial criminal penalties if we knowingly receive individually identifiable health information from a HIPAA-covered healthcare provider or research institution that has not satisfied HIPAA's requirements for disclosure of individually identifiable health information. In addition, in the future, we may maintain sensitive personally identifiable information, including health information, that we receive throughout the clinical trial process, in the course of our research collaborations, and directly from individuals (or their healthcare providers) who may enroll in patient assistance programs if we choose to implement such programs. As such, we may be subject to state laws requiring notification of affected individuals and state regulators in the event of a breach of personal information, which is a broader class of information than the health information protected by HIPAA.

The EU General Data Protection Regulation, or 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. In addition, the GDPR includes restrictions on cross-border data transfers. The GDPR may increase our responsibility and liability in relation to personal data that we process where such processing is subject to the GDPR, and we may be required to put in place additional mechanisms to ensure compliance with the GDPR, including as implemented by individual countries. Compliance with the GDPR will be a rigorous and time-intensive process that may increase our cost of doing business or require us to change our business practices, and despite those efforts, there is a risk that we may be subject to fines and penalties, litigation, and reputational harm in connection with our European activities. Further, the United Kingdom's decision to leave the European Union, referred to as Brexit, has created uncertainty with regard to data protection regulation in the United Kingdom. In particular, it is unclear how data transfers to and from the United Kingdom will be regulated now that the United Kingdom has left the European Union.

Furthermore, certain health privacy laws, data breach notification laws, consumer protection laws and genetic testing laws may apply directly to our operations and/or those of our collaborators and may impose restrictions on our collection, use and dissemination of individuals' health information. Patients about whom we or our collaborators may obtain health information, as well as the providers who may share this information with us, may have statutory or contractual rights that limit our ability to use and disclose the information. We may be required to expend significant capital and other resources to ensure ongoing compliance with applicable privacy and data security laws. Claims that we have violated individuals' privacy rights or breached our contractual obligations, even if we are not found liable, could be expensive and time-consuming to defend and could result in adverse publicity that could harm our business.

If we or third-party CMOs, CROs or other contractors or consultants fail to comply with applicable federal, state/provincial or local regulatory requirements, we could be subject to a range of regulatory actions that could affect our or our contractors' ability to develop and commercialize our therapeutic candidates and could harm or prevent sales of any affected therapeutics that we are able to commercialize, or could substantially increase the costs and expenses of developing, commercializing and marketing our therapeutics. Any threatened or actual government enforcement action could also generate adverse publicity and require that we devote substantial resources that could otherwise be used in other aspects of our business. Increasing use of social media could give rise to liability, breaches of data security or reputational damage.

Additionally, we are subject to state and foreign equivalents of each of the healthcare laws described above, among others, some of which may be broader in scope and may apply regardless of the payor.

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

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our research and development activities involve the use of biological and hazardous materials and produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials, which could cause an interruption of our commercialization efforts, research and development efforts and business operations, environmental damage resulting in costly clean-up and liabilities under applicable laws and regulations governing the use, storage, handling and disposal of these materials and specified waste products. Although we believe that the safety procedures utilized by our third-party manufacturers for handling and disposing of these materials generally comply with the standards prescribed by these laws and regulations, we cannot guarantee that this is the case or eliminate the risk of accidental contamination or injury from these materials. In such an event, we may be held liable for any resulting damages and such liability could exceed our resources and state or federal or other applicable authorities may curtail our use of certain materials and/or interrupt our business operations. Furthermore, environmental laws and regulations are complex, change frequently and have tended to become more stringent. We cannot predict the impact of such changes and cannot be certain of our future compliance. In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development, or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties, or other sanctions.

Although we maintain workers' compensation insurance to cover us for 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 carry specific biological waste or hazardous waste insurance coverage, workers compensation or property and casualty and general liability insurance policies that include coverage for damages and fines arising from biological or hazardous waste exposure or contamination.

We are subject to U.S. and certain foreign export and import controls, sanctions, embargoes, anti-corruption laws, and anti-money laundering laws and regulations. Compliance with these legal standards could impair our ability to compete in domestic and international markets. We can face criminal liability and other serious consequences for violations, which can harm our business.

We are subject to export control and import laws and regulations, including the U.S. Export Administration Regulations, U.S. Customs regulations, various economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or FCPA, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, and other state and national anti-bribery and anti-money laundering laws in the countries in which we conduct activities. Trade controls may restrict or prohibit altogether the sale or supply of certain products and services to certain governments, persons, entities, countries, and territories, including those that are the target of comprehensive sanctions, unless there are license exceptions that apply or specific licenses are obtained. Anti-corruption laws are interpreted broadly and prohibit companies and their employees, agents, contractors, and other collaborators from authorizing, promising, offering, or providing, directly or indirectly, improper payments or anything else of value to 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 may also have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities, and other organizations. We can be held liable for the corrupt or other illegal activities of our employees, agents, contractors, and other collaborators, even if we do not explicitly authorize or have actual knowledge of such activities. Any violations of the laws and regulations described above may result in substantial civil and criminal fines and penalties, imprisonment, the loss of export or import privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm, and other consequences.

Risks Related to Our Dependence on Third Parties

We rely, and expect to continue to rely, on third parties, including independent clinical investigators, contracted laboratories and CROs, to conduct our preclinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines, we may not be able to obtain regulatory approval for or commercialize our product candidates and our business could be substantially harmed.

We have relied upon and plan to continue to rely upon third parties, including independent clinical investigators, contracted laboratories and third-party CROs, to conduct our preclinical studies and clinical trials in accordance with applicable regulatory requirements and to monitor and manage data for our ongoing preclinical and clinical programs. We rely on these parties for execution of our preclinical studies and clinical trials, and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies and trials is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on these third parties does not relieve us of our regulatory responsibilities. We and our third party contractors and CROs are required to comply with good laboratory practices, or GLPs, as applicable, and GCP requirements, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for all of our products in clinical development. Regulatory authorities enforce these GLPs and GCPs through periodic inspections of laboratories conducting GLP studies, trial sponsors, principal investigators, and trial sites. If we, our investigators, or any of our CROs or contracted laboratories fail to comply with applicable GLPs and 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 preclinical studies or clinical trials before approving our marketing applications. We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our preclinical studies or clinical trials comply with applicable GLP or GCP regulations. In addition, our clinical trials must be conducted with product, including biologic product, produced in compliance with applicable cGMP regulations. Our failure to comply with these regulations may require us to repeat preclinical studies or clinical trials, which would delay the regulatory approval process.

Further, these laboratories, investigators and CROs are not our employees and we will not be able to control, other than by contract, the amount of resources, including time, which they devote to our product candidates and clinical trials. If independent laboratories, investigators or CROs fail to devote sufficient resources to the development of our product candidates, or if their performance is substandard, it may delay or compromise the prospects for approval and commercialization of any product candidates that we develop. In addition, the use of third-party service providers requires us to disclose our proprietary information to these parties, which could increase the risk that this information will be misappropriated.

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 we make a general assignment for the benefit of our creditors or if we are liquidated.

If any of our relationships with these third-party laboratories, CROs or clinical investigators terminate, we may not be able to enter into arrangements with alternative laboratories, CROs or investigators or to do so in a timely manner or on commercially reasonable

terms. If laboratories, CROs or clinical investigators do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our preclinical or clinical protocols, regulatory requirements or for other reasons, our preclinical or clinical trials may be extended, delayed or terminated and we may not be able to obtain regulatory approval for or successfully commercialize our product candidates. As a result, our results of operations and the commercial prospects for our product candidates would be harmed, our costs could increase and our ability to generate revenues could be delayed.

Switching or adding additional laboratories or CROs (or investigators) involves additional cost and requires management time and focus. In addition, there is a natural transition period when a new laboratory or 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 contracted laboratories and CROs, there can be no assurance that we will not encounter similar 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 results of operations.

In addition, clinical investigators may 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 preclinical study or clinical trial, the integrity of the data generated at the applicable preclinical study or clinical trial site may be questioned and the utility of the preclinical study or clinical trial itself may be jeopardized, which could result in the delay or rejection by the FDA. Any such delay or rejection could prevent us from commercializing our clinical-stage product candidate or any future product candidates.

We rely on third parties to supply and manufacture our product candidates, and we expect to continue to rely on third parties to manufacture our products, if approved. The development of such product candidates and the commercialization of any products, if approved, could be stopped, delayed, or made less profitable if any such third party fails to provide us with sufficient quantities of product candidates or products or fails to do so at acceptable quality levels or prices or fails to maintain or achieve satisfactory regulatory compliance.

We do not currently have the infrastructure or capability internally to manufacture all our product candidates for use in the conduct of our preclinical studies and clinical trials or for commercial supply, if our products are approved. We rely on, and expect to continue to rely on, contract manufacturing organizations, or CMOs. Any replacement of our CMOs could require significant effort and expertise because there may be a limited number of qualified CMOs. This could be particularly problematic where we rely on a single-source supplier. Reliance on third-party providers may expose us to more risk than if we were to manufacture our product candidates ourselves. We are dependent on our CMOs for the production of our product candidates in accordance with relevant regulations, such as cGMP, which includes, among other things, quality control, quality assurance and the maintenance of records and documentation. Moreover, 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 product development activities that could harm our competitive position.

Our third-party manufacturers may be subject to damage or interruption from, among other things, fire, natural or man-made disaster, war, disease outbreaks or public health pandemics, power loss, telecommunications failure, unauthorized entry, computer viruses, denial-of-service attacks, acts of terrorism, human error, vandalism or sabotage, financial insolvency, bankruptcy, and similar events. For example, the COVID-19 pandemic has impacted our supply chain, and may in the future impact our manufacturing activities.

If we were to experience an unexpected loss of supply of or if any supplier were unable to meet our demand for any of our product candidates, we could experience delays in our research or ongoing and planned clinical trials or commercialization. We could be unable to find alternative suppliers of acceptable quality, in the appropriate volumes who could meet our timelines at an acceptable cost. Moreover, our suppliers are often subject to strict manufacturing requirements and rigorous testing requirements, which could limit or delay production. The long transition periods necessary to switch manufacturers and suppliers, if necessary, could significantly delay our preclinical studies, our clinical trials, and the commercialization of our products, if approved, which could materially adversely affect our business, financial condition, and results of operation.

In complying with the applicable manufacturing regulations of the FDA and comparable foreign regulatory authorities, we and our third-party suppliers must spend significant time, money, and effort in the areas of design and development, testing, production, record-keeping, and quality control to assure that the products meet applicable specifications and other regulatory requirements. The failure to comply with these requirements could result in an enforcement action against us, including the seizure of products and shutting down of production. We and any of these third-party suppliers may also be subject to audits by the FDA and comparable foreign regulatory authorities. If any of our third-party suppliers fails to comply with cGMP or other applicable manufacturing regulations, our ability to develop and commercialize the products could suffer significant interruptions. We face risks inherent in relying on CMOs, as any disruption, such as a fire, natural hazards, vandalism, or an outbreak of contagious disease affecting the CMO or any supplier of the CMO could significantly interrupt our manufacturing capability. In case of a disruption, we will have to establish alternative manufacturing sources. This would require substantial capital on our part, which we may not be able to obtain on commercially acceptable terms or at all. Additionally, we would likely experience months of manufacturing delays as the CMO builds or locates replacement facilities and seeks and obtains necessary regulatory approvals. If this occurs, we will be unable to satisfy manufacturing needs on a timely basis, if at all.

Our current and future collaborations will be important to our business. If we are unable to enter into new collaborations, or if these collaborations are not successful, our business could be adversely affected.

A part of our strategy is to strategically evaluate and, as deemed appropriate, enter into partnerships in the future when strategically attractive, including potentially with major biotechnology or pharmaceutical companies. We have limited capabilities for product development and do not yet have any capability for commercialization. Accordingly, we may enter into collaborations with other companies to provide us with important technologies and funding for our programs and technology. If we fail to enter into or maintain collaborations on reasonable terms or at all, our ability to develop our existing or future research programs and product candidates could be delayed, the commercial potential of our product could change, and our costs of development and commercialization could increase. Furthermore, we may find that our programs require the use of intellectual property rights held by third parties, and the growth of our business may depend in part on our ability to acquire or in-license these intellectual property rights.

For example, we are currently party to a collaboration agreement with Ono Pharmaceutical Co., or Ono, pursuant to which we and Ono have agreed to collaborate in the research of potential product candidates targeting Polθ and the development of our small molecule Polθ inhibitor program. Similarly, in May 2020, we entered into a collaboration and license agreement with Bristol Myers Squibb pursuant to which we and Bristol Myers Squibb have agreed to collaborate in the research and development of potential new product candidates for the treatment of cancer. In June 2022, we entered into a collaboration and license agreement with Roche regarding the development and commercialization of our product candidate RP-3500 and other specified ATR inhibitors. These and any future collaborations we enter into may pose a number of risks, including, but not limited to, the following:

- collaborators have significant discretion in determining the efforts and resources that they will apply;
- collaborators may not perform their obligations as expected;
- collaborators may not pursue development and commercialization of any product candidates that achieve regulatory approval or may elect not to continue or renew development or commercialization programs or license arrangements based on clinical trial results, changes in the collaborators' strategic focus or available funding, or external factors, such as a strategic transaction that may divert resources or create competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products and product candidates if the collaborators believe that the competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;
- product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the commercialization of our product candidates;
- collaborators may fail to comply with applicable regulatory requirements regarding the development, manufacture, distribution or marketing of a product candidate or product;
- collaborators with marketing and distribution rights to one or more of our product candidates that achieve regulatory approval may not commit sufficient resources to the marketing and distribution of such product or products;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or terminations of the research, development or commercialization of product

candidates, might lead to additional responsibilities for us with respect to product candidates, or might result in litigation or arbitration, any of which would be time-consuming and expensive;

- collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential litigation;
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability;
- if a collaborator of ours is involved in a business combination, the collaborator might deemphasize or terminate the development or commercialization of any product candidate licensed to it by us; and
- collaborations may be terminated by the collaborator, and, if terminated, we could be required to raise additional capital to pursue further development or commercialization of the applicable product candidates.

If our collaborations do not result in the successful discovery, development and commercialization of product candidates or if one of our collaborators terminates its agreement with us, we may not receive any future research funding or milestone or royalty payments under such collaboration. Moreover, we may not receive all of the milestone or royalty payments we are entitled to receive under our current and future collaboration agreements. For example, pursuant to the terms of our collaboration and license agreement with Bristol Myers Squibb, we are entitled to receive up to $301.0 million in total milestones per each program subject to the agreement. However, given the overlapping nature of the triggers for these milestone payments, as well as the uncertainty associated with achieving any of such milestones, it is unlikely that we will receive the entire $301.0 million in milestone payments with respect to each program subject to the agreement.

All of the risks relating to product development, regulatory approval and commercialization described in this Quarterly Report on Form 10-Q also apply to the activities of our therapeutic collaborators. Additionally, if one of our collaborators terminates its agreement with us, we may find it more difficult to attract new collaborators and our perception in the business and financial communities could be adversely affected.

We face significant competition in seeking appropriate collaborative partners. Our ability to reach a definitive agreement for a partnership will depend, among other things, upon an assessment of the collaborator's resources and expertise, the terms and conditions of the proposed partnership and the proposed collaborator's evaluation of a number of factors. These factors may include the design or results of preclinical studies or clinical trials, the likelihood of regulatory approval, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing products, the existence of any uncertainty with respect to our ownership of technology (which can exist if there is a challenge to such ownership regardless of the merits of the challenge) and industry and market conditions generally. The collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such a partnership could be more attractive than the one with us.

We may not be able to negotiate collaborations on a timely basis, on acceptable terms, or at all. If we are unable to do so, we may have to curtail the development of the product candidate for which we are seeking to collaborate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization, reduce the scope of any sales or marketing activities or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms or at all. If we do not have sufficient funds, we may not be able to further develop product candidates or bring them to market and generate product revenue.

Risks Related to Our Intellectual Property

Our success depends in part on our ability to obtain intellectual property rights for our proprietary technologies and product candidates, as well as our ability to protect our intellectual property. It is difficult and costly to protect our proprietary rights and technology, and we may not be able to ensure their protection.

Our commercial success will depend in large part on obtaining and maintaining patent, trademark and trade secret protection of our proprietary technologies and our product candidates, their respective components, formulations, combination therapies, methods used to manufacture them and methods of treatment, as well as successfully defending these patents against third-party challenges. Our ability to stop unauthorized third parties from making, using, selling, offering to sell, or importing our product candidates is dependent upon the extent to which we have rights under valid and enforceable patents that cover these activities. If we are unable to secure and maintain patent protection for any product or technology we develop, or if the scope of the patent protection secured is not sufficiently broad, our competitors could develop and commercialize products and technology similar or identical to ours, and our ability to

commercialize any product candidates we may develop may be adversely affected. Moreover, we may not be able to obtain intellectual property protection with respect to the SL pairs that we identify which are the targets of our current and future product candidates. Although we expect that the compounds underlying our product candidates will be protectable through intellectual property rights, our competitors could develop their own inhibitors based on the SL pairs we identify that might not be protected by our intellectual property rights.

The patenting process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. In addition, we may not pursue or obtain patent protection in all relevant markets. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Moreover, in some circumstances, we may not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the patents, covering technology that we license from or license to third parties and are reliant on our licensors or licensees.

The strength of patents in the biotechnology and pharmaceutical field involves complex legal and scientific questions and can be uncertain. The patent applications that we own or in-license may fail to result in issued patents with claims that cover our product candidates or uses thereof in the United States or in other foreign countries. Even if the patents do successfully issue, third parties may challenge the validity, enforceability, or scope thereof, which may result in such patents being narrowed, invalidated, or held unenforceable. Furthermore, even if they are unchallenged, our patents and patent applications may not adequately protect our intellectual property or prevent others from designing around our claims. If the breadth or strength of protection provided by the patent applications we hold with respect to our product candidates is threatened, it could dissuade companies from collaborating with us to develop, and threaten our ability to commercialize, our product candidates. Further, if we encounter delays in our clinical trials, the period of time during which we could market our product candidates under patent protection would be reduced.

Since patent applications in the United States and most other countries are confidential for a period of time after filing, we cannot be certain that we were the first to file any patent application related to our product candidates. Furthermore, for United States applications in which all claims are entitled to a priority date before March 16, 2013, an interference proceeding can be provoked by a third-party or instituted by the United States patent office, or USPTO, to determine who was the first to invent any of the subject matter covered by the patent claims of our applications.

We cannot be certain that we are the first to invent the inventions covered by pending patent applications and, if we are not, we may be subject to priority disputes. We may be required to disclaim part or all of the term of certain patents or all of the term of certain patent applications. There may be prior art of which we are not aware that may affect the validity or enforceability of a patent claim. There also may be prior art of which we are aware, but which we do not believe affects the validity or enforceability of a claim, which may, nonetheless, ultimately be found to affect the validity or enforceability of a claim. No assurance can be given that if challenged, our patents would be declared by a court to be valid or enforceable or that even if found valid and enforceable, a competitor's technology or product would be found by a court to infringe our patents. We may analyze patents or patent applications of our competitors that we believe are relevant to our activities and consider that we are free to operate in relation to our product candidates, but our competitors may achieve issued claims, including in patents we consider to be unrelated, which block our efforts or may potentially result in our product candidates or our activities infringing such claims. The possibility exists that others will develop products which have the same effect as our products on an independent basis which do not infringe our patents or other intellectual property rights, or will design around the claims of patents that we have had issued that cover our products.

Recent or future patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents. Under the enacted Leahy-Smith America Invents Act, or America Invents Act, enacted in 2013, the United States moved from a "first to invent" to a "first-to-file" system. Under a "first-to-file" system, assuming the other requirements for patentability are met, the first inventor to file a patent application generally will be entitled to a patent on the invention regardless of whether another inventor had made the invention earlier. The America Invents Act includes a number of other significant changes to U.S. patent law, including provisions that affect the way patent applications are prosecuted, redefine prior art and establish a new post-grant review system. The effects of these changes are currently unclear as the USPTO only recently developed new regulations and procedures in connection with the America Invents Act and many of the substantive changes to patent law, including the "first-to-file" provisions, only became effective in March 2013. In addition, the courts have yet to address many of these provisions and the applicability of the act and new regulations on specific patents discussed herein have not been determined and would need to be reviewed. However, the America Invents Act and its implementation could increase the uncertainties

and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business and financial condition.

The degree of future protection for our proprietary rights is uncertain because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage. For example:

- others may be able to make or use compounds or cells that are similar to the biological compositions of our product candidates but that are not covered by the claims of our patents;
- the active biological ingredients in our current product candidates will eventually become commercially available in biosimilar drug products, and no patent protection may be available with regard to formulation or method of use;
- we or our licensors, as the case may be, may fail to meet our obligations to the U.S. government in regards to any in-licensed patents and patent applications funded by U.S. government grants, leading to the loss of patent rights;
- we or our licensors, as the case may be, might not have been the first to file patent applications for these inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies;
- it is possible that our pending patent applications will not result in issued patents;
- it is possible that there are prior public disclosures that could invalidate our or our licensors' patents, as the case may be, or parts of our or their patents;
- it is possible that others may circumvent our owned or in-licensed patents;
- it is possible that there are unpublished applications or patent applications maintained in secrecy that may later issue with claims covering our products or technology similar to ours;
- the laws of foreign countries may not protect our or our licensors', as the case may be, proprietary rights to the same extent as the laws of the United States;
- the claims of our owned or in-licensed issued patents or patent applications, if and when issued, may not cover our product candidates;
- our owned or in-licensed issued patents may not provide us with any competitive advantages, may be narrowed in scope, or be held invalid or unenforceable as a result of legal challenges by third parties;
- the inventors of our owned or in-licensed patents or patent applications may become involved with competitors, develop products or processes which design around our patents, or become hostile to us or the patents or patent applications on which they are named as inventors;
- it is possible that our owned or in-licensed patents or patent applications omit individual(s) that should be listed as inventor(s) or include individual(s) that should not be listed as inventor(s), which may cause these patents or patents issuing from these patent applications to be held invalid or unenforceable;
- we have engaged in scientific collaborations in the past, and will continue to do so in the future. Such collaborators may develop adjacent or competing products to ours that are outside the scope of our patents;
- we may not develop additional proprietary technologies for which we can obtain patent protection;
- it is possible that product candidates or diagnostic tests we develop may be covered by third parties' patents or other exclusive rights; or
- the patents of others may have an adverse effect on our business.

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 foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. In addition, periodic maintenance fees, renewal fees, annuity fees and various other government fees on patents and/or applications will have to be paid to the USPTO and various government patent agencies outside of the United States over the lifetime of our owned patents and/or applications and any patent rights we may own or license in the future. We rely on our outside counsel to pay these fees due to non-U.S. patent agencies. The USPTO and various non-U.S. government patent agencies require compliance with several procedural, documentary, fee payment and other similar provisions during the patent application process. We employ reputable law firms and other professionals to help us comply.

Non-compliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If we fail to maintain the patents and patent applications covering our products or technologies, we may not be able to stop a competitor from marketing products that are the same as or similar to our product candidates, which would have a material adverse effect on our business. In many 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 partial or complete loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the market and this circumstance could harm our business.

We rely in part on trade secrets to protect our technology, and our failure to obtain or maintain trade secret protection could harm our business.

We rely on trade secrets to protect some of our technology and proprietary information, especially where we believe patent protection is not appropriate or obtainable as is the case for our SNIPRx platform. However, trade secrets are difficult to protect. Litigating a claim that a third party had illegally obtained and was using our trade secrets would be expensive and time consuming, and the outcome would be unpredictable. Moreover, if our competitors independently develop similar knowledge, methods, and know-how, it will be difficult for us to enforce our rights and our business could be harmed.

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

Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. We expect to seek extensions of patent terms in the United States and, if available, in other countries where we are prosecuting patents. In the United States, the Drug Price Competition and Patent Term Restoration Act of 1984 permits a patent term extension of up to five years beyond the normal expiration of the patent, which is limited to the approved indication (or any additional indications approved during the period of extension). However, the applicable authorities, including the FDA and the USPTO in the United States, and any equivalent regulatory authority in other countries, may not agree with our assessment of whether such extensions are available, and may refuse to grant extensions to our patents, or may grant more limited extensions than we request. If this occurs, our competitors may be able to take advantage of our investment in development and clinical trials by referencing our clinical and preclinical data and launch their drug earlier than might otherwise be the case.

Patent term extensions in other countries may also be subject to certain procedural or administrative requirements including adherence to certain strict timelines. A failure to meet such requirements may result in a loss of the extension in those countries.

Intellectual property rights do not necessarily address all potential threats to our business.

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. The following examples are illustrative:

- others may be able to make compounds or formulations that are similar to our product candidates but that are not covered by the claims of any patents, should they issue, that we own or control;
- we or any strategic partners might not have been the first to make the inventions covered by the issued patents or pending patent applications that we own or control;
- we might not have been the first to file patent applications covering certain of our inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- it is possible that our pending patent applications will not lead to issued patents;
- issued patents that we own or control may not provide us with any competitive advantages, or may be held invalid or unenforceable as a result of legal challenges;
- our competitors might conduct research and development activities in the United States and other countries that provide a safe harbor from patent infringement claims for certain research and development activities, as well as in countries where we do not have patent rights and then use the information learned from such activities to develop competitive drugs for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable; and
- the patents of others may have an adverse effect on our business.

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

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

Competitors may infringe our issued patents, future trademarks, copyrights, or other intellectual property. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time-consuming and divert the time and attention of our management and scientific personnel. Any claims we assert against perceived infringers could provoke these parties to assert counterclaims against us alleging that we infringe their patents, trademarks, copyrights, or other intellectual property. In addition, in a patent infringement proceeding, there is a risk that a court will decide that a patent of ours is invalid or unenforceable, in whole or in part, and that we do not have the right to stop the other party from using the invention at issue. There is also a risk that, even if the validity of such patents is upheld, the court will construe the patent's claims narrowly or decide that we do not have the right to stop the other party from using the invention at issue on the grounds that our patents do not cover the invention. An adverse outcome in a litigation or proceeding involving our patents could limit our ability to assert our patents against those parties or other competitors, and may curtail or preclude our ability to exclude third parties from making and selling similar or competitive products. Similarly, if we assert trademark infringement claims, a court may determine that the marks we have asserted are invalid or unenforceable, or that the party against whom we have asserted trademark infringement has superior rights to the marks in question. In this case, we could ultimately be forced to cease use of such trademarks.

In any infringement litigation, any award of monetary damages we receive may not be commercially valuable. 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 litigation. 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 shares. Moreover, there can be no assurance that we will have sufficient financial or other resources to file and pursue such infringement claims, which typically last for years before they are concluded. 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. Even if we ultimately prevail in such claims, the monetary cost of such litigation and the diversion of the attention of our management and scientific personnel could outweigh any benefit we receive as a result of the proceedings. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing, misappropriating or successfully challenging our intellectual property rights. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a negative impact on our ability to compete in the marketplace.

Third parties may initiate legal proceedings alleging that we are infringing their intellectual property rights, the outcome of which would be uncertain and could have a negative impact on the success of our business.

Our commercial success depends, in part, upon our ability and the ability of future collaborators, if any, to develop, manufacture, market and sell our product candidates and use our proprietary technologies without infringing the proprietary rights and intellectual property of third parties. The biotechnology and pharmaceutical industries are characterized by extensive and complex litigation regarding patents and other intellectual property rights. We may in the future become party to, or be threatened with, adversarial proceedings or litigation regarding intellectual property rights with respect to our product candidates and technology, including interference proceedings, post grant review and inter partes review before the USPTO or equivalent foreign regulatory authority. Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future, regardless of their merit. There is a risk that third parties may choose to engage in litigation with us to enforce or to otherwise assert their patent rights against us. Even if we believe such claims are without merit, a court of competent jurisdiction could hold that these third-party patents are valid, enforceable, and infringed, which could have a negative impact on our ability to commercialize our current and any future product candidates. In order to successfully challenge the validity of any such U.S. patent in federal court, we would need to overcome a presumption of validity. As this burden is a high one requiring us to present clear and convincing evidence as to the invalidity of any such U.S. patent claim, there is no assurance that a court of competent jurisdiction would invalidate the claims of any such U.S. patent. Foreign courts will have similar burdens to overcome in order to successfully challenge a third party claim of patent infringement. If we are found to infringe a third party's valid and enforceable intellectual property rights, we could be required to obtain a license from such third party to continue developing, manufacturing, and marketing our product candidate(s) and technology. However, we may not be able to obtain any required license on commercially reasonable terms or at all. Even if we were able to obtain a license, it could be non-exclusive, thereby giving our competitors and other third parties access to the same technologies licensed to us, and it could require us to make substantial licensing and royalty payments. We could be forced, including by court order, to cease developing, manufacturing, and commercializing the infringing technology or product candidate. In addition, we could be found liable for monetary damages, including treble damages and attorneys' fees, if we are found to have willfully infringed a patent or other intellectual property right. A finding of infringement could prevent us from manufacturing and commercializing our product candidates or force us to cease some or

all of our business operations, which could materially harm our business. Claims that we have misappropriated the confidential information or trade secrets of third parties could have a similar negative impact on our business, financial condition, results of operations and prospects.

We may need to license intellectual property from third parties, and such licenses may not be available or may not be available on commercially reasonable terms.

A third party may hold intellectual property rights, including patent rights, that are important or necessary to the development of our product candidates. It may be necessary for us to use the patented or proprietary technology of third parties to commercialize our product candidates, in which case we would be required to obtain a license from these third parties. Such a license may not be available on commercially reasonable terms, or at all, and we could be forced to accept unfavorable contractual terms. If we are unable to obtain such licenses on commercially reasonable terms, our business could be harmed.

We depend on intellectual property licensed from a third party and termination of this license could result in the loss of significant rights, which would harm our business.

We are dependent on patents, know-how and proprietary technology, both our own and licensed from others. In particular, we are dependent on our license agreement with New York University. Any termination of this license could result in the loss of significant rights and could harm our ability to commercialize our product candidates.

Disputes may also arise between us and our current licensor or future licensors regarding intellectual property subject to a license agreement, including:

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

If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current or future licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates.

We are generally also subject to all of the same risks with respect to protection of intellectual property that we license, as we are for intellectual property that we own, which are described below. If we, New York University or any future licensors fail to adequately protect any licensed intellectual property, our ability to commercialize products could suffer.

We may be subject to claims asserting 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.

Many of our employees, consultants or 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 these individuals or we 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 management.

In addition, we may in the future be subject to claims by our former employees or consultants asserting an ownership right in our patents or patent applications, as a result of the work they performed on our behalf. Although it is our policy to require our employees and contractors who may be involved in the 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, and we cannot be certain that our agreements with such parties will be upheld in the face of a potential challenge or that they will not be breached, for which we may not have an adequate remedy. 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.

Changes in U.S. patent law or the patent law of other countries or jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect our future product candidates.

The United States has recently enacted and implemented wide ranging patent reform legislation. The U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on actions by the U.S. Congress, the federal courts, and the USPTO, the laws and regulations governing patents could change in unpredictable ways that could weaken our ability to obtain new patents or to enforce patents that we have licensed or that we might obtain in the future. Similarly, changes in patent law and regulations in other countries or jurisdictions, changes in the governmental bodies that enforce them or changes in how the relevant governmental authority enforces patent laws or regulations may weaken our ability to obtain new patents or to enforce patents that we have licensed or that we may obtain in the future.

We may not be able to protect our intellectual property rights throughout the world, which could negatively impact our business.

Filing, prosecuting, and defending patents on product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States could be less extensive than those in the United States. In some cases, we may not be able to obtain patent protection for certain technology outside the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States, even in jurisdictions where we do pursue patent protection. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, even in jurisdictions where we do pursue patent protection or from selling or importing products made using our inventions in and into the United States or other jurisdictions.

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 and other intellectual property protection, which could make it difficult for us to stop the infringement of our patents, if pursued and obtained, or marketing of competing products in violation of our proprietary rights generally. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Reliance on third parties requires us to share our proprietary information, which increases the possibility that such information will be misappropriated or disclosed.

Because we rely on third parties to develop and manufacture our product candidates, or if we collaborate with third parties for the development or commercialization of our future product candidates, we must, at times, share proprietary information with them. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, material transfer agreements, consulting agreements or other similar agreements with our advisors, employees, third-party contractors, 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 confidential information increases the risk that such information become known by our competitors, is inadvertently incorporated into the technology of others, or is disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how, a competitor’s discovery of our know-how or other unauthorized use or disclosure could have an adverse effect on our business and results of operations.

In addition, these agreements typically restrict the ability of our advisors, employees, third-party contractors, and consultants to publish data potentially relating to our know-how. Despite our efforts to protect our know-how, we may not be able to prevent the unauthorized disclosure or use of our technical know-how by the parties to these agreements. Moreover, we cannot guarantee that we have entered into such agreements with each party that may have or have had access to our confidential information or proprietary technology and processes. Monitoring unauthorized uses and disclosures is difficult, and we do not know whether the steps we have taken to protect our proprietary technologies will be effective. If any of the collaborators, scientific advisors, employees, contractors, and consultants who are parties to these agreements breaches or violates the terms of any of these agreements, we may not have adequate remedies for any such breach or violation. Moreover, if confidential information that is licensed or disclosed to us by our partners,

collaborators, or others is inadvertently disclosed or subject to a breach or violation, we may be exposed to liability to the owner of that confidential information. Enforcing a claim that a third-party illegally obtained and is using our proprietary information, like patent litigation, is expensive and time consuming, and the outcome is unpredictable. In addition, courts outside the United States are sometimes less willing to protect proprietary information.

Any trademarks we may obtain may be infringed or successfully challenged, resulting in harm to our business.

We expect to rely on trademarks as one means to distinguish any of our product candidates that are approved for marketing from the products of our competitors. While we have registered a trademark for our SNIPRx platform, we have not yet selected trademarks for RP-6306 and have not yet begun the process of applying to register trademarks for RP-6306 or any other product candidate. Once we select trademarks and apply to register them, our trademark applications may not be approved. Third parties may oppose our trademark applications or otherwise challenge our use of the trademarks. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition and could require us to devote resources to advertising and marketing new brands. Our competitors may infringe our trademarks, and we may not have adequate resources to enforce our trademarks.

In addition, any proprietary name we propose to use with RP-6306 or any future 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. The FDA typically conducts a review of proposed product names, including an evaluation of the potential for confusion with other product names. If the FDA 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 proprietary product name that would qualify under applicable trademark laws, not infringe the existing rights of third parties and be acceptable to the FDA. Comparable foreign regulators may have similar requirements, and it is possible that different proprietary or non-proprietary names may be required in different jurisdictions.

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

In addition to seeking patent and trademark protection for our product candidate, we also rely on unpatented know-how, technology, and other proprietary information, to maintain our competitive position. We seek to protect our proprietary information, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, corporate collaborators, outside scientific collaborators, contract manufacturers, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants. Despite these efforts, any of these parties may breach the agreements and disclose our proprietary information. Monitoring unauthorized uses and disclosures of our intellectual property is difficult, and we do not know whether the steps we have taken to protect our intellectual property will be effective. In addition, we may not be able to obtain adequate remedies for any such breaches. Enforcing a claim that a party illegally disclosed or misappropriated proprietary information 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.

Moreover, our competitors may independently develop knowledge, methods, and know-how equivalent to our proprietary information. Competitors could purchase our products and replicate some or all of the competitive advantages we derive from our development efforts for technologies on which we do not have patent protection. If any of our proprietary information were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us. If any of our proprietary information were to be disclosed to or independently developed by a competitor, our competitive position would be harmed.

We also seek to preserve the integrity and confidentiality of our data and other confidential information by maintaining physical security of our premises and physical and electronic security of our information technology systems. While we have confidence in these individuals, organizations and systems, agreements or security measures may be breached and detecting the disclosure or misappropriation of confidential information and enforcing a claim that a party illegally disclosed or misappropriated confidential information is difficult, expensive, and time-consuming, and the outcome is unpredictable. Further, we may not be able to obtain adequate remedies for any breach. In addition, our confidential information may otherwise become known or be independently discovered by competitors, in which case we would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us.

If we do not obtain patent term extension for patents covering our product candidates, our business may be materially harmed, and in any case, the terms of our patents may not be sufficient to effectively protect our product candidates and business.

Patents have a limited term. In most countries, including the United States, the expiration of a patent is generally 20 years after its first effective non-provisional filing date. However, depending upon the timing, duration, and specifics of FDA marketing approval of

our product candidates, one or more of any U.S. patents we may be issued or have licensed may be eligible for limited patent term restoration under the Drug Price Competition and Patent Term Restoration Act of 1984, also known as the Hatch-Waxman Amendments.

The Hatch-Waxman Amendments permit a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. The Hatch-Waxman Act allows a maximum of one patent to be extended per FDA-approved product as compensation for the 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 and only those claims covering such approved drug product, a method for using it or a method for manufacturing it may be extended. Patent term extension may also be available in certain foreign countries upon regulatory approval of our product candidates. However, we may not be granted an extension because of, for example, 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 restoration or the term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our competitive position, business, financial condition, results of operations, and prospects could be harmed, possibly materially.

If there are delays in obtaining regulatory approvals or other additional delays, the period of time during which we can market our product candidates under patent protection could be further reduced. 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. Once the patent term has expired, we may be open to competition from similar or generic products. The launch of a generic version of one of our products in particular would be likely to result in an immediate and substantial reduction in the demand for that product, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Risks Related to Our Business Operations, Employee Matters and Managing Growth

Our future success depends on our ability to retain key executives and to attract, retain and motivate qualified personnel.

We are highly dependent on our management team, including Lloyd Segal, our President and Chief Executive Officer, Michael Zinda, Ph.D., our Chief Scientific Officer, and Maria Koehler, M.D., Ph.D., our Chief Medical Officer. Each of them may currently terminate their employment with us at any time. The loss of the services of any of these persons could impede the achievement of our research, development, and commercialization objectives. We do not currently maintain “key person” life insurance on the lives of our executives or any of our employees.

Recruiting and retaining qualified scientific and clinical personnel and, if we progress the development of any of our product candidates, commercialization, manufacturing and sales and marketing personnel, will be critical to our success. The loss of the services of our executive officers or other key employees could impede the achievement of our research, development and commercialization objectives and seriously harm our ability to successfully implement our business strategy. Furthermore, replacing executive officers and key employees may be difficult and may take an extended period of time because of the limited number of individuals in our industry with the breadth of skills and experience required to successfully develop, gain regulatory approval of and commercialize our product candidates. Competition to hire from this limited pool is intense, and we may be unable to hire, train, retain or motivate these key personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies for similar personnel. We also experience competition for the hiring of scientific and clinical personnel from universities and research institutions. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may have commitments under consulting or advisory contracts with other entities that may limit their availability to us. If we are unable to continue to attract and retain high-quality personnel, our ability to pursue our growth strategy will be limited.

We expect to expand our organization, and we may experience difficulties in managing this growth, which could disrupt our operations.

As of July 31, 2022, we had 163 full-time employees, including 135 employees engaged in research and development and 28 engaged in management or general and administrative activities. As our clinical development and commercialization plans and strategies develop, we expect we will need additional managerial, operational, sales, marketing, financial, legal and other personnel. Future growth would impose significant added responsibilities on members of management, including:

- identifying, recruiting, integrating, maintaining and motivating additional employees;
- managing our development efforts effectively, including the ongoing Phase 1 clinical trials of RP-6306, while complying with our contractual obligations to contractors and other third parties; and
- improving our operational, financial and management controls, reporting systems and procedures.

Our future financial performance and our ability to commercialize our product candidates will depend, in part, on our ability to effectively manage any future growth, and our management may also have to divert a disproportionate amount of its attention away from day-to-day activities in order to devote a substantial amount of time to managing these growth activities.

We currently rely, and for the foreseeable future will continue to rely, in substantial part on certain independent organizations, advisors and consultants to provide certain services. The services include substantially all aspects of clinical trial management and manufacturing. We cannot assure you that the services of independent organizations, advisors and consultants will continue to be available to us on a timely basis when needed, or that we can find qualified replacements. In addition, if we are unable to effectively manage our outsourced activities or if the quality or accuracy of the services provided by consultants is compromised for any reason, our preclinical studies or clinical trials may be extended, delayed, or terminated, and we may not be able to obtain marketing approval of our product candidates or otherwise advance our business. We cannot assure you that we will be able to manage our existing consultants or find other competent outside contractors and consultants on economically reasonable terms, or at all.

If we are not able to effectively expand our organization by hiring qualified new employees and expanding our groups of consultants and contractors, we may not be able to successfully implement the tasks necessary to further develop and commercialize our product candidates and, accordingly, may not achieve our research, development and commercialization goals.

Our internal computer systems, or those of our collaborators or other contractors or consultants, may fail or suffer security breaches, which could result in a significant disruption of our product development programs and our ability to operate our business effectively.

Our internal computer systems and those of our current and any future collaborators and other contractors or consultants are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. Cyber-attacks are increasing in their frequency, sophistication, and intensity, and have become increasingly difficult to detect. Cyber-attacks could include the deployment of harmful malware, ransomware, denial-of-service attacks, social engineering, and other means to affect service reliability and threaten the confidentiality, integrity, and availability of information. Cyber-attacks also could include phishing attempts or e-mail fraud to cause payments or information to be transmitted to an unintended recipient.

While we have not experienced any significant system failure, accident, or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a disruption of our development programs and our business operations, whether due to a loss of our trade secrets or other proprietary information or other similar disruptions. For example, the loss of clinical trial data from completed or future clinical trials by us or our CROs could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Additionally, any such event that leads to unauthorized access, use or disclosure of personal information, including personal information regarding our patients or employees, could harm our reputation, cause us not to comply with federal and/or state breach notification laws and foreign law equivalents and otherwise subject us to liability under laws and regulations that protect the privacy and security of personal information. Security breaches and other inappropriate access can be difficult to detect, and any delay in identifying them may lead to increased harm of the type described above. While we have implemented security measures to protect our information technology systems and infrastructure, such measures may not prevent service interruptions or security breaches that could adversely affect our business and to the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability, our competitive position could be harmed and the further development and commercialization of our product candidates could be delayed.

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

Our operations, and those of our CROs, CMOs and other contractors and consultants, could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, medical epidemics and other natural or man-made disasters or business interruptions, for which we are predominantly self-insured. The occurrence of any of these business disruptions could seriously harm our operations and financial condition and increase our costs and expenses. 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 are affected by a man-made or natural disaster or other business interruption.

Our international operations pose currency risks, which may adversely affect our operating results.

Our reporting and functional currency is the U.S. dollar. Assets and liabilities denominated in currencies other than the U.S. dollar are translated into U.S. dollars at exchange rates in effect at each balance sheet date. Income items and expenses are translated using the average exchange rate in effect for the relevant period.

Our operating results may be affected by volatility in currency exchange rates and our ability to manage effectively our currency transaction risks. Although we report, and will continue to report, our results in U.S. dollars, a portion our expenses are incurred in Canadian dollars as a result of our operations in Canada, as well as other currencies to a lesser extent. For example, we are also exposed to currency risk through our collaboration agreement with Ono as future payments receivable under our collaboration agreement, if any, are denominated in Japanese Yen.

In addition, we maintain a significant portion of our cash in Canadian dollar-denominated reserves. We do not currently manage our foreign currency exposure in a manner that would eliminate the effects of changes in foreign exchange rates. For example, we have not engaged in any active hedging techniques, and we have not employed any derivative instruments to date. Therefore, unfavorable fluctuations in the exchange rate between the Canadian dollar and U.S. dollar could have a negative impact on our business and financial results. We do, however, keep expected Canadian dollar cash requirements in Canadian dollars to form a natural hedge.

Failure to comply with health and data protection laws and regulations could lead to government enforcement actions, including civil or criminal penalties, private litigation, and adverse publicity and could negatively affect our operating results and business.

We and any current and future collaborators may be subject to federal, state/provincial, municipal and foreign data protection laws and regulations, such as laws and regulations that address privacy and data security. In the United States, numerous federal and state laws and regulations, including federal health information privacy laws, state data breach notification laws, state health information privacy laws, and federal and state consumer protection laws, including Section 5 of the Federal Trade Commission Act, that govern the collection, use, disclosure and protection of health-related and other personal information could apply to our operations or the operations of our collaborators. In addition, 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, as amended by HITECH. Depending on the facts and circumstances, we could be subject to civil, criminal, and administrative penalties if we violate HIPAA.

Compliance with U.S. and international data protection laws and regulations could require us to take on more onerous obligations in our contracts, restrict our ability to collect, use and disclose data, or in some cases, impact our ability to operate in certain jurisdictions. Failure to comply with these laws and regulations could result in government enforcement actions (which could include civil, criminal, and administrative penalties), private litigation, and/or adverse publicity and could negatively affect our operating results and business. Moreover, clinical trial subjects, employees, and other individuals about whom we or our current or future collaborators obtain personal information, as well as the providers who share this information with us, may limit our ability to collect, use and disclose the information. Claims that we have violated individuals' privacy rights, failed to comply with data protection laws, or breached our contractual obligations, even if we are not found liable, could be expensive and time-consuming to defend and could result in adverse publicity that could harm our business.

Data collection is governed by restrictive regulations governing the use, processing, and cross-border transfer of personal information.

In the event we decide to conduct clinical trials or continue to enroll subjects in our ongoing or future clinical trials, we may be subject to additional privacy restrictions. The collection, use, storage, disclosure, transfer, or other processing of personal data regarding individuals in the European Union, including personal health data, is subject to the GDPR, which became effective on May 25, 2018. The GDPR is wide-ranging in scope and imposes numerous requirements on companies that process personal data, including requirements relating to processing health and other sensitive data, obtaining consent of the individuals to whom the personal data relates, providing information to individuals regarding data processing activities, implementing safeguards to protect the security and confidentiality of personal data, providing notification of data breaches, and taking certain measures when engaging third-party processors. The GDPR also imposes strict rules on the transfer of personal data to countries outside the European Union, including the United States, and permits data protection authorities to impose large penalties for violations of the GDPR, including potential fines of up to €20 million or 4% of annual global revenues, whichever is greater. 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. In addition, the GDPR includes restrictions on cross-border data transfers. The GDPR increased our responsibility and liability in relation to personal data that we process where such processing is subject to the GDPR, and we may be required to put in place additional mechanisms to ensure compliance with the GDPR, including as implemented by individual countries. Compliance with the GDPR will be a rigorous and time-intensive process that may increase our cost of doing business or require us to change our business practices, and despite those efforts, there is a risk that we may be subject to fines and penalties, litigation, and reputational harm in connection with our European activities. Further, the United Kingdom's vote in favor of exiting the European Union, often referred to as Brexit, has created uncertainty with regard to data protection regulation in the United Kingdom. In particular, it is unclear how data transfers to and from the United Kingdom will be regulated.

In addition, California recently enacted the California Consumer Privacy Act, or CCPA, which creates new individual privacy rights for California consumers (as defined in the law) and places increased privacy and security obligations on entities handling personal data of consumers or households. The CCPA requires covered companies to provide new disclosure to consumers about such companies' data collection, use and sharing practices, provide such consumers new ways to opt-out of certain sales or transfers of personal information, and provide consumers with additional causes of action. The CCPA went into effect on January 1, 2020, and the California Attorney General may bring enforcement actions for violations beginning July 1, 2020. The CCPA was amended on September 23, 2018, and it remains unclear what, if any, further modifications will be made to this legislation or how it will be interpreted. As currently written, the CCPA may impact our business activities and exemplifies the vulnerability of our business to the evolving regulatory environment related to personal data and protected health information.

Compliance with U.S. and international data protection laws and regulations could require us to take on more onerous obligations in our contracts, restrict our ability to collect, use and disclose data, or in some cases, impact our ability to operate in certain jurisdictions. Failure to comply with U.S. and international data protection laws and regulations could result in government enforcement actions (which could include civil or criminal penalties), private litigation or adverse publicity and could negatively affect our operating results and business. Moreover, clinical trial subjects about whom we or our current or future collaborators obtain information, as well as the providers who share this information with us, may contractually limit our ability to use and disclose the information. Claims that we have violated individuals' privacy rights, failed to comply with data protection laws, or breached our contractual obligations, even if we are not found liable, could be expensive and time consuming to defend and could result in adverse publicity that could harm our business.

Our employees, principal investigators, consultants, and commercial partners may engage in misconduct or other improper activities, including non-compliance with regulatory standards and requirements and insider trading.

We are exposed to the risk of fraud or other misconduct by our employees, principal investigators, consultants, and commercial partners. Misconduct by these parties could include intentional failures to comply with FDA regulations or the regulations applicable in other jurisdictions, provide accurate information to the FDA and other regulatory authorities, comply with healthcare fraud and abuse laws and regulations in the United States and abroad, report financial information or data accurately or disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Such misconduct also could involve the improper use of information obtained in the course of clinical trials or interactions with the FDA or other regulatory authorities, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter employee misconduct, 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 government investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are instituted against us and we are not successful in defending ourselves or asserting our rights, those actions could result in significant civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participating in government funded healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, contractual damages, reputational harm and the curtailment or restructuring of our operations, any of which could have a negative impact on our business, financial condition, results of operations and prospects.

Risks Related to Ownership of Our Common Shares

Prior to our initial public offering in June 2020, there was no established public market for our common shares and a public market may not be sustained or may be illiquid and, therefore, you may have difficulty selling your shares.

Prior to our IPO in June 2020, there was no public market for our common shares. Although our common shares are listed on The Nasdaq Global Select Market, we cannot assure you that an active trading market will be sustained or that any trading market will be liquid. If an active trading market for our common shares does not continue to develop or is not sustained, it may be difficult for investors to sell shares quickly or without depressing the market price of our common shares or to sell the shares at all. An inactive market may also impair our ability to raise capital to continue to fund operations by selling our common shares and may impair our ability to acquire other companies or technologies by using our common shares as consideration.

The trading price of our common shares has been and is likely to continue to be volatile and fluctuate substantially.

The trading price of our common shares has been and is likely to continue to be highly volatile. Furthermore, the stock market in general and the market for biopharmaceutical and pharmaceutical 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, our shareholders may not be able to sell their common shares at or above the price they paid for their common shares. The market price of our common shares may be influenced by many factors, including:

- the ongoing COVID-19 pandemic and its impact on the global markets;
- the commencement, enrollment, timing and results of our ongoing clinical trials of RP-6306 and any future product candidates or those of our competitors;
- the costs and timing of future commercialization activities, including product manufacturing, marketing, sales and distribution, for any of our product candidates for which we or our collaborators receive marketing approval;
- our success or failure in identifying new drug candidates to pursue in clinical development;
- the success or failure of our SNIPRx platform in identification of new druggable SL targets;
- the success of competitive drugs, therapies or technologies;
- development of new product candidates that may address our markets and make our product candidates less attractive;
- failure or discontinuation of any of our research or development programs;
- developments related to any existing or future collaborations;
- regulatory or legal developments in the United States and other countries;
- the success of competitive products or technologies;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the recruitment or departure of key personnel;
- the level of expenses related to RP-3500, RP-6306 and any future product candidates or clinical development programs;
- the results of our efforts to discover, develop, acquire or in-license additional product candidates;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- our inability to obtain or delays in obtaining adequate drug supply for any approved drug or inability to do so at acceptable prices;
- disputes or other developments relating to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our technologies;
- significant lawsuits, including patent or shareholder litigation;
- variations in our financial results or those of companies that are perceived to be similar to us;
- changes in the structure of healthcare payment systems, including coverage and adequate reimbursement for any approved drug;
- sales of common shares by us, our executive officers, directors or principal shareholders, or others;
- market conditions in the pharmaceutical and biotechnology sectors;
- general economic, political, and market conditions and overall fluctuations in the financial markets in the United States and abroad;
- investors' general perception of us and our business; and
- the other factors described in this "Risk Factors" section and elsewhere in this Quarterly Report on Form 10-Q.

Some companies that have experienced volatility in the trading price of their shares have been the subject of securities class action litigation. Any lawsuit to which we are a party, with or without merit, may result in an unfavorable judgment. We also may decide to settle lawsuits on unfavorable terms. Any such negative outcome could result in payments of substantial damages or fines, damage to

our reputation or adverse changes to our business practices. Defending against litigation is costly and time-consuming, and could divert our management's attention and our resources. Furthermore, during the course of litigation, there could be negative public announcements of the results of hearings, motions or other interim proceedings or developments, which could have a negative effect on the market price of our common shares.

Concentration of ownership of our common shares among our existing executive officers, directors and principal shareholders may prevent new investors from influencing significant corporate decisions.

Based upon our common shares outstanding as of June 30, 2022, our executive officers, directors, and shareholders who owned more than 5% of our outstanding common shares beneficially own shares, in the aggregate, representing approximately 75% of our common shares. If our executive officers, directors, and shareholders who owned more than 5% of our outstanding common shares acted together, they may be able to significantly influence all matters requiring shareholder approval, including the election and removal of directors and approval of any merger, consolidation, or sale of all or substantially all of our assets. The concentration of voting power and transfer restrictions could delay or prevent an acquisition of our company on terms that other shareholders may desire or result in the management of our company in ways with which other shareholders disagree.

If research analysts do not publish research or reports, or publish unfavorable research or reports, about us, our business or our market, our share price and trading volume could decline.

The trading market for our common shares will be influenced by the research and reports that industry or financial analysts publish about us or our business. We will not have any control over these equity research analysts or the content and opinions included in their reports. The price of our shares could decline if one or more equity research analysts downgrade our shares or issue other unfavorable commentary or research about us. If one or more equity research analysts ceases coverage of us or fails to publish reports on us regularly, demand for our shares could decrease, which in turn could cause the trading price or trading volume of our common shares to decline.

The sale of a substantial number of our common shares in the public market could cause the market price of our shares to drop significantly, even if our business is doing well.

Sales of a substantial number of our common shares in the public market could occur at any time. If our shareholders sell, or the market perceived that our shareholders intend to sell, substantial amounts of our common shares in the public market, the market price of our common shares could decline significantly.

We have filed registration statements on Form S-8 to register our common shares that are issuable pursuant to our equity incentive plans. Shares registered under these registration statements on Form S-8 will be available for sale in the public market subject to vesting arrangements and exercise of options, as well as, in the case of our affiliates, the restrictions of Rule 144 under the Securities Act.

Additionally, as of June 30, 2022, certain holders of our common shares, or their transferees, have rights, subject to some conditions, to require us to file one or more registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other shareholders. If we were to register the resale of these shares, they could be freely sold in the public market. If these additional shares are sold, or if it is perceived that they will be sold, in the public market, the trading price of our common shares could decline.

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

You should not rely on an investment in our common shares to provide dividend income. We have never declared or paid cash dividends on our share capital. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. In addition, the terms of any future debt agreements or preferred equity may preclude us from paying dividends. As a result, capital appreciation, if any, of our common shares will be your sole source of gain for the foreseeable future. Investors seeking cash dividends should not purchase our common shares.

Our articles of continuance permit us to issue an unlimited number of common shares and preferred shares without additional shareholder approval.

Our articles of continuance permit us to issue an unlimited number of common shares. We anticipate that we will, from time to time, issue additional common shares in the future. Any further issuances of common shares will result in immediate dilution to existing shareholders and may have an adverse effect on the value of their holdings.

Our articles of continuance also permit us to issue an unlimited number of preferred shares, issuable in one or more series and, subject to the provisions of the Business Corporations Act (Québec), or QBCA, having such designations, rights, privileges, restrictions and conditions, including dividend and voting rights, as our board of directors may determine and which may be superior to those of the common shares. The issuance of preferred shares, while providing flexibility in connection with possible acquisitions, financings, and other corporate purposes, could, among other things, have the effect of delaying, deferring, or preventing a change in control of Repare and might adversely affect the market price of our common shares and the voting and other rights of the holders of common shares. We have no current or immediate plans to issue any preferred shares.

Subject to Nasdaq listing rules, we will not be required to obtain the approval of shareholders for the issuance of additional common shares and preferred shares.

We are a "smaller reporting company" and we cannot be certain if the reduced reporting requirements applicable to smaller reporting companies will make our common shares less attractive to investors.

Because the market value of our common shares held by non-affiliates was less than $560 million as of June 30, 2022 and our revenue for the year ended December 31, 2021 were less than $100 million, we qualify as a "smaller reporting company" under the Exchange Act as of June 30, 2022. We may continue to be a smaller reporting company if either (i) the market value of our common shares held by non-affiliates is less than $250 million or (ii) our annual revenue was less than $100.0 million during the most recently completed fiscal year and the market value of our common shares held by non-affiliates is less than $700.0 million. As a smaller reporting company, we may rely on exemptions from certain disclosure requirements that are available to smaller reporting companies, including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. For so long as we remain a smaller reporting company, we are permitted and intend to rely on such exemptions from certain disclosure and other requirements that are applicable to other public companies that are not smaller reporting companies.

We cannot predict if investors will find our common shares less attractive because we may rely on the exemptions and reduced disclosure obligations applicable to smaller reporting companies. If some investors find our common shares less attractive as a result, there may be a less active trading market for our common shares and our share price may be more volatile.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, shareholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our common shares.

We are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, as amended and the rules and regulations of The Nasdaq Global Market. Pursuant to Section 404 of the Sarbanes-Oxley Act, we are now required to perform system and process evaluation and testing of our internal control over financial reporting to allow our management to report on the effectiveness of our internal control over financial reporting. Furthermore, at such time we no longer qualify as a "smaller reporting company", our independent registered public accounting firm will be required to issue an annual report that attests the effectiveness of our internal control over financial reporting.

During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal control over financial reporting is effective. Further, we may in the future discover weaknesses in our system of internal financial and accounting controls and procedures that could result in a material misstatement of our financial statements. Moreover, our internal controls over financial reporting will not prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud will be detected. Moreover, we are aware that the remote working arrangements implemented in connection with the COVID-19 pandemic potentially present new areas of risk, and we are carefully monitoring any impact to our internal controls and procedures.

If we are unable to assert that our internal control over financial reporting is effective, investors could lose confidence in the reliability of our financial statements, the market price of our common shares could decline and we could be subject to sanctions or investigations by The Nasdaq Global Market, the SEC or other regulatory authorities.

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

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

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

If we are a passive foreign investment company, there could be adverse U.S. federal income tax consequences to U.S. Holders.

Under the Internal Revenue Code of 1986, as amended, or the Code, we will be a passive foreign investment company, or PFIC, for any taxable year in which (1) 75% or more of our gross income consists of passive income or (2) 50% or more of the average quarterly value of our assets consists of assets that produce, or are held for the production of, passive income, including cash. For purposes of these tests, passive income includes dividends, interest, gains from the sale or exchange of investment property and certain rents and royalties. In addition, for purposes of the above calculations, a non-U.S. corporation that directly or indirectly owns at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets and received directly its proportionate share of the income of such other corporation.

Based on the nature of our activities and the composition of our income and assets, we believe we were not classified as a PFIC for the taxable year ended December 31, 2021. We have not yet assessed our 2022 PFIC status and cannot provide an expectation as to whether we will be a PFIC for the taxable year ended December 31, 2022 or any future taxable year. No assurances regarding our PFIC status can be provided for any past, current, or future taxable years. The determination of whether we are a PFIC is a fact-intensive determination made on an annual basis and the applicable law is subject to varying interpretation. In particular, the characterization of our assets as active or passive may depend in part on our current and intended future business plans, which are subject to change. In addition, for our current and future taxable years, the total value of our assets for PFIC testing purposes may be determined in part by reference to the market price of our common shares from time to time, which may fluctuate considerably. Under the income test, our status as a PFIC depends on the composition of our income which will depend on the transactions we enter into in the future and our corporate structure. The composition of our income and assets is also affected by how, and how quickly, we spend the cash we raise in any offering. Accordingly, our U.S. counsel expresses no opinion with respect to our PFIC status.

If we are a PFIC, a U.S. Holder (as defined below) of our common shares would be subject to adverse U.S. federal income tax consequences, such as ineligibility for any preferential tax rates for individuals on capital gains or on actual or deemed dividends, interest charges on certain taxes treated as deferred, and additional reporting requirements under U.S. federal income tax laws and regulations. Each U.S. Holder should consult its own tax advisors with respect to the potential adverse U.S. tax consequences to it if we are or were to become a PFIC. A “U.S. Holder” is a holder who, for U.S. federal income tax purposes, is a beneficial owner of our common shares and is:

(1) a citizen or individual resident of the United States;

(2) a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia;

(3) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or

(4) a trust that (a) is subject to the primary supervision of a U.S. court and the control of one or more “United States persons” (within the meaning of Section 7701(a)(30) of the Code) or (b) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

If we are a controlled foreign corporation, there could be materially adverse U.S. federal income tax consequences to certain U.S. Holders of our common shares.

If a U.S. Holder is treated as owning (directly, indirectly or constructively) at least 10% of the value or voting power of our common shares, such U.S. Holder may be treated as a "United States shareholder" with respect to each "controlled foreign corporation" in our group (if any) as such term is defined in the Code. We refer to this holder as a "Ten Percent Shareholder".

Each "Ten Percent Shareholder" in a non-U.S. corporation that is classified as a controlled foreign corporation, or a CFC, for U.S. federal income tax purposes generally is required to include in income for U.S. federal tax purposes such Ten Percent Shareholder's pro rata share of the CFC's ''Subpart F income,'' global intangible low taxed income, and investment of earnings in U.S. property, even if the CFC has made no distributions to its shareholders. Subpart F income generally includes dividends, interest, rents, royalties, gains from the sale of securities and income from certain transactions with related parties. In addition, a Ten Percent Shareholder that realizes gain from the sale or exchange of shares in a CFC may be required to classify a portion of such gain as dividend income rather than capital gain. An individual that is a Ten Percent Shareholder with respect to a CFC generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a Ten Percent Shareholder that is a U.S. corporation. Failure to comply with these reporting obligations may subject a Ten Percent Shareholder to significant monetary penalties and may prevent the statute of limitations with respect to such Ten Percent Shareholder's U.S. federal income tax return for the year for which reporting was due from starting.

A non-U.S. corporation generally will be classified as a CFC for U.S. federal income tax purposes if Ten Percent Shareholders own, directly or indirectly, more than 50% of either the total combined voting power of all classes of stock of such corporation entitled to vote or of the total value of the stock of such corporation. A "Ten Percent Shareholder" is a United States person (as defined by the Code) who owns or is considered to own 10% or more of the total combined voting power of all classes of stock entitled to vote or 10% or more of the total value of all classes of stock of such corporation.

Each U.S. Holder should consult its own tax advisors with respect to the potential adverse U.S. tax consequences of becoming a Ten Percent Shareholder in a CFC. If we are classified as both a CFC and a PFIC, we generally will not be treated as a PFIC with respect to those U.S. Holders that meet the definition of a Ten Percent Shareholder during the period in which we are a CFC.

Our ability to use our non-capital loss carryforwards to offset future taxable income may be subject to certain limitations.

In general, where control of a corporation has been acquired by a person or group of persons, subsection 111(5) of the Income Tax Act (Canada), or the Canadian Tax Act, and equivalent provincial income tax legislation restrict the corporation's ability to carry forward non-capital losses from preceding taxation years. We have not performed a detailed analysis to determine whether an acquisition of control for the purposes of subsection 111(5) of the Canadian Tax Act has occurred after each of our previous issuances of common shares or preferred shares. In addition, if we undergo an acquisition of control, our ability to utilize non-capital losses could be limited by subsection 111(5) of the Canadian Tax Act. As of December 31, 2021, we had Canadian federal and provincial non-capital loss carry forwards of $113.6 million, which expire beginning in 2037 through 2041. In addition, we also have scientific research and experimental development expenditures of approximately $40.2 million for Canadian federal and provincial income tax purposes, which have not been deducted. These expenditures are available to reduce future taxable income and have an unlimited carry-forward period. We also have scientific research and experimental development tax credit carry forwards of approximately $6.5 million for Canadian federal income tax purposes, which expire beginning in 2036 through 2041. Research and development tax credits and expenditures are subject to verification by the tax authorities, and, accordingly, these amounts may vary. Future changes in our share ownership, some of which are outside of our control, could result in an acquisition of control for the purposes of subsection 111(5) of the Canadian Tax Act. Furthermore, our ability to utilize non-capital losses (or U.S. equivalents) of companies that we may acquire in the future may be subject to limitations. As a result, even if we attain profitability, we may be unable to use a material portion of our non-capital losses and other tax attributes, which could negatively impact our future cash flows.

Our United States deferred tax assets may not be realized.

As of December 31, 2021, we had U.S. federal research and development credit carryforwards of approximately $1.5 million, which begin to expire in 2041. There is a risk that our existing carryforwards could expire unused and be unavailable to offset future income tax liabilities. As of December 31, 2021, we also had U.S. state research and development credit carryforwards of approximately $0.3 million, which expire in 2036. We may also be unable to use our existing carryforwards if they are successfully challenged by the U.S. Internal Revenue Service, or the law related to research and development tax credits changes. For these reasons, our ability to utilize our research and development tax credit carryforwards and other tax attributes to reduce future tax liabilities may be limited, which would have a material adverse effect on our cash flows and results of operations.

Changes to the tax treatment of research and experimental expenditures as a result of U.S. federal tax reform could increase our tax burden and adversely affect our business and financial condition.

In December 2017, the U.S. government enacted comprehensive tax legislation, the Tax Cuts and Jobs Act of 2017, or TCJA, significantly reformed the Internal Revenue Code of 1986, as amended. As a result of this legislation beginning in 2022, our research and experimental expenditures are no longer deductible in the year they are incurred for US tax purposes. Instead, US-based research and experimental expenditures are required to be capitalized and amortized ratably over a five-year period. Any such expenditures attributable to research conducted outside the United States must be capitalized and amortized over a 15-year period. Although Congress is considering legislation that would defer the amortization requirement to later years, we have no assurance that the provision will be repealed or otherwise modified. If the requirement is not modified, it will materially reduce our cash flows beginning in 2022. Changes in our tax provisions or an increase in our tax liabilities, whether due to changes in applicable laws and regulations or our interpretation or application thereof, could have a material adverse effect on our financial position, results of operations and/or cash flows.

Tax authorities may disagree with our positions and conclusions regarding certain tax positions, resulting in unanticipated costs, taxes, or non-realization of expected benefits.

A tax authority may disagree with tax positions that we have taken, which could result in increased tax liabilities. For example, the Canada Revenue Agency, the U.S. Internal Revenue Service, or another tax authority could challenge our allocation of income by tax jurisdiction and the amounts paid between our affiliated companies pursuant to our intercompany arrangements and transfer pricing policies, including amounts paid with respect to our intellectual property development. Similarly, a tax authority could assert that we are subject to tax in a jurisdiction where we believe we have not established a taxable connection, often referred to as a ‘‘permanent establishment’’ under international tax treaties, and such an assertion, if successful, could increase our expected tax liability in one or more jurisdictions. A tax authority may take the position that material income tax liabilities, interest and penalties are payable by us, in which case, we expect that we might contest such assessment. Contesting such an assessment may be lengthy and costly and if we were unsuccessful in disputing the assessment, the implications could increase our anticipated effective tax rate, where applicable.

Our deductions and credits in respect of scientific research and experimental development expenditures may be challenged by the Canadian tax authorities.

The Canadian taxation authorities may not necessarily agree with our determinations of the expenses and tax credits claimed by us, including scientific research and experimental development expenses and related tax credits. If the Canadian taxation authorities successfully challenge such expenses or the correctness of such income tax credits claimed, our operating results could be adversely affected. Furthermore, if the Canadian taxation authorities reduce the tax credit by reducing either the rate of the credit or the eligibility of some scientific research and experimental development expenses in the future, our operating results could be adversely affected.

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

As a public company, we have and will continue to incur significant legal, accounting, and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the Nasdaq Stock Market and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, we expect these rules and regulations to substantially increase our legal and financial compliance costs and to make some activities more time consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain and maintain director and officer liability insurance and we may be required to incur substantial costs to maintain sufficient coverage. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees, or as executive officers. The increased costs may require us to reduce costs in other areas of our business or increase the prices of our services. Moreover, these rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

Our amended and restated bylaws designate specific courts in Canada and the United States as the exclusive forum for certain litigation that may be initiated by our shareholders, which could limit our shareholders' ability to obtain a favorable judicial forum for disputes with us.

Pursuant to our amended and restated bylaws, unless we consent in writing to the selection of an alternative forum, the courts of the Province of Québec and the appellate courts therefrom shall, to the fullest extent permitted by law, be the sole and exclusive forum for: (a) any derivative action or proceeding brought on our behalf; (b) any action or proceeding asserting a claim for breach of fiduciary duty owed to us by any of our directors, officers or other employees; (c) any action or proceeding asserting a claim arising out of any

provision of the Business Corporations Act (Québec) or the articles or our bylaws (as either may be amended from time to time); or (d) any action or proceeding asserting a claim otherwise related to our affairs, or the Canadian Forum Provision. The Canadian Forum Provision will not apply to any causes of action arising under the Securities Act or the Exchange Act. Our amended and restated bylaws further provide that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, or the U.S. Federal Forum Provision. In addition, our amended and restated bylaws provide that any person or entity holding, owning, or otherwise acquiring any interest in any of our securities is deemed to have notice of and consented to the Canadian Forum Provision and the U.S. Federal Forum Provision.

The Canadian Forum Provision and the U.S. Federal Forum Provision in our amended and restated bylaws may impose additional litigation costs on shareholders in pursuing any such claims. Additionally, the forum selection clauses in our amended and restated bylaws may limit our shareholders' ability to bring a claim in a judicial forum that they find favorable for disputes with us or our directors, officers or employees, which may discourage the filing of lawsuits against us and our directors, officers and employees, even though an action, if successful, might benefit our shareholders. In addition, while the Delaware Supreme Court ruled in March 2020 that federal forum selection provisions purporting to require claims under the Securities Act be brought in federal court are "facially valid" under Delaware law, there is uncertainty as to whether other courts, including courts in Canada and other courts within the United States, will enforce our U.S. Federal Forum Provision. If the U.S. Federal Forum Provision is found to be unenforceable, we may incur additional costs associated with resolving such matters. The U.S. Federal Forum Provision may also impose additional litigation costs on shareholders who assert that the provision is not enforceable or invalid. The courts of the Province of Québec and the federal district courts of the United States of America may also reach different judgments or results than would other courts, including courts where a shareholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our shareholders.

Because we are a Canadian company, it may be difficult to serve legal process or enforce judgments against us.

We are incorporated and have our corporate headquarters in Québec, Canada. In addition, while many of our directors and officers reside in the United States, several of them reside outside of the United States. Accordingly, service of process upon us may be difficult to obtain within the United States. Furthermore, because substantially all of our assets are located outside the United States, any judgment obtained in the United States against us, including one predicated on the civil liability provisions of the U.S. federal securities laws, may not be collectible within the United States. Therefore, it may not be possible to enforce those actions against us.

In addition, it may be difficult to assert U.S. securities law claims in original actions instituted in Canada. Canadian courts may refuse to hear a claim based on an alleged violation of U.S. securities laws against us or these persons on the grounds that Canada is not the most appropriate forum in which to bring such a claim. Even if a Canadian court agrees to hear a claim, it may determine that Canadian law and not U.S. law is applicable to the claim. If U.S. law is found to be applicable, the content of applicable U.S. law must be proved as a fact, which can be a time-consuming and costly process. Certain matters of procedure will also be governed by Canadian law. Furthermore, it may not be possible to subject foreign persons or entities to the jurisdiction of the courts in Canada. Similarly, to the extent that our assets are located in Canada, investors may have difficulty collecting from us any judgments obtained in the U.S. courts and predicated on the civil liability provisions of U.S. securities provisions.

We are governed by the corporate laws of Québec, which in some cases have a different effect on shareholders than the corporate laws of Delaware.

We are governed by the QBCA and other relevant laws, which may affect the rights of shareholders differently than those of a company governed by the laws of a U.S. jurisdiction, and may, together with our charter documents, have the effect of delaying, deferring, or discouraging another party from acquiring control of us by means of a tender offer, a proxy contest or otherwise, or may affect the price an acquiring party would be willing to offer in such an instance. The material differences between the QBCA and Delaware General Corporation Law, or the DGCL, that may have the greatest such effect include but are not limited to the following: (i) for material corporate transactions (such as mergers and amalgamations, other extraordinary corporate transactions or amendments to our articles), the QBCA generally requires a two-thirds majority vote by shareholders, whereas the DGCL generally only requires a majority vote; and (ii) under the QBCA, a holder of 10% or more of our common shares can requisition a special meeting of shareholders, whereas such right does not exist under the DGCL.

Our amended and restated bylaws and certain Canadian legislation contain provisions that may have the effect of delaying or preventing certain change in control transactions or shareholder proposals.

Certain provisions of our amended and restated bylaws and certain Canadian legislation, together or separately, could discourage or delay certain change in control transactions or shareholder proposals.

Our amended and restated bylaws contain provisions that establish certain advance notice procedures for nomination of candidates for election as directors at shareholders' meetings. The QBCA requires that any shareholder proposal that includes nominations for the election of directors must be signed by one or more holders of shares representing in the aggregate not less than 5% of the shares or 5% of the shares of a class or series of shares of the corporation entitled to vote at the meeting to which the proposal is to be presented.

The Investment Canada Act requires that a non-Canadian must file an application for review with the Minister responsible for the Investment Canada Act and obtain approval of the Minister prior to acquiring control of a "Canadian business" within the meaning of the Investment Canada Act, where prescribed financial thresholds are exceeded. Furthermore, limitations on the ability to acquire and hold our common shares may be imposed by the Competition Act (Canada). This legislation permits the Commissioner of Competition, or Commissioner, to review any acquisition or establishment, directly or indirectly, including through the acquisition of shares, of control over or of a significant interest in our company. Otherwise, there are no limitations either under the laws of Canada or Québec, or in our articles on the rights of non-Canadians to hold or vote our common shares.

Any of these provisions may discourage a potential acquirer from proposing or completing a transaction that may have otherwise presented a premium to our shareholders.

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

(a) Recent Sales of Unregistered Securities

None.

(b) Use of Proceeds

On June 23, 2020, we closed our IPO, in which we issued and sold an aggregate of 12,650,000 common shares, including the exercise in full of the underwriters' option to purchase up to an additional 1,650,000 common shares, at a public offering price of $20.00 per share, resulting in gross proceeds of $253.0 million. All of the common shares issued and sold in our IPO were registered under the Securities Act pursuant to a registration statement on Form S-1 (File No. 333-238822), which was declared effective by the SEC on June 18, 2020.

There has been no material change in the use of proceeds from our IPO from those disclosed in the final prospectus for our IPO dated June 18, 2020 and filed with the SEC pursuant to Rule 424(b)(4) of the Securities Act on June 19, 2020.

(c) Issuer Purchases of Equity Securities

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

On August 4, 2022, we entered into a Common Shares Sales Agreement, or the Sales Agreement, with Cowen and Company, LLC, or Cowen, as sales agent, pursuant to which we may issue and sell from time to time common shares, or the ATM Shares. The ATM Shares to be sold under the Sales Agreement, if any, will be issued and sold pursuant to our shelf registration statement on Form S-3 (File No. 333-257668), which was declared effective by the Securities and Exchange Commission, or SEC, on April 25, 2022, up to a maximum aggregate amount of $125.0 million. We will file a prospectus supplement with the SEC on August 4, 2022 in connection with the offer and sale of the ATM Shares pursuant to the Sales Agreement.

We are not obligated to sell any ATM Shares under the Sales Agreement. Subject to the terms and conditions of the Sales Agreement, Cowen will use commercially reasonable efforts, consistent with its normal trading and sales practices and applicable laws and regulations to sell ATM Shares from time to time based upon our instructions, including any price, time or size limits specified by us, subject to certain limitations. Under the Sales Agreement, Cowen may sell the ATM Shares by any method permitted by law deemed

to be an “at the market offering” as defined in Rule 415(a)(4) under the Securities Act, including block transactions, sales made directly on the Nasdaq Global Market or sales made into any other existing trading market of our common shares.

We will pay Cowen a commission of up to 3.0% of the gross proceeds from each sale of ATM Shares, reimburse legal fees and disbursements and provide Cowen with customary indemnification and contribution rights. The Sales Agreement will terminate as set forth in the Sales Agreement.

The foregoing description of the Sales Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Sales Agreement, a copy of which is filed as Exhibit 10.2 to this Quarterly Report on Form 10-Q and incorporated herein by reference.

Stikeman Elliott LLP, our Canadian counsel, has issued a legal opinion relating to the validity of the ATM Shares being offered pursuant to the Sales Agreement. A copy of such legal opinion, including the consent included therein, is filed as Exhibit 5.1 to this Quarterly Report on Form 10-Q and is incorporated herein by reference.

This Quarterly Report on Form 10-Q shall not constitute an offer to sell or the solicitation of an offer to buy any ATM Shares under the Sales Agreement nor shall there be any sale of such ATM Shares in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

Item 6. Exhibits.

Exhibit Number	Description	Incorporated by Reference			
		Schedule Form	File Number	Exhibit	Filing Date
3.1	Articles of Continuance of Repare Therapeutics Inc.	8-K	001-39335	3.1	June 23, 2020
3.2	Amended and Restated Bylaws of Repare Therapeutics Inc.	8-K	001-39335	3.2	June 23, 2020
5.1*	Opinion of Stikeman Elliott LLP.				
10.1*†	Collaboration and License Agreement by and between the registrant, Repare Therapeutics Inc. and Hoffmann-La Roche Inc. and F. Hoffmann-La Roche Ltd. dated June 1, 2022.				
10.2*	Common Shares Sales Agreement, dated August 4, 2022, by and between and between Repare Therapeutics Inc. and Cowen and Company, LLC.				
23.1*	Consent of Stikeman Elliott LLP (included in Exhibit 5.1 hereto).				
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1+	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
32.2+	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS*	Inline XBRL Instance Document				
101.SCH*	Inline XBRL Taxonomy Extension Schema Document				
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Inline Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)				

* Filed herewith.

† Certain portions of this exhibit (indicated by asterisks) have been omitted because they are not material and are the type that the registrant treats as private or confidential.

+ This certification is being furnished solely to accompany this Quarterly Report on Form 10-Q pursuant to 18 U.S.C. Section 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability

of that section, nor shall it be deemed incorporated by reference into any filing of the registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

SIGNATURES

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

REPARE THERAPEUTICS INC.

Date: August 4, 2022

By: /s/ Lloyd M. Segal
Lloyd M. Segal
President and Chief Executive Officer
(Principal Executive Officer)

Date: August 4, 2022

By: /s/ Steve Forte
Steve Forte
Executive Vice President, Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Exhibit 5.1

August 4, 2022

Repare Therapeutics Inc.
7210 Frederick-Banting Street, Suite 100
Saint-Laurent, Québec
H4S 2A1

Dear Sirs/Mesdames:

Re: Repare Therapeutics Inc. – Prospectus Supplement to Registration Statement on Form S-3

We have acted as Canadian counsel to Repare Therapeutics Inc. (the "**Corporation**"), a corporation governed by the *Business Corporations Act* (Québec), in connection with the preparation of a prospectus supplement dated August 4, 2022 (the "**Prospectus Supplement**") to the Corporation's base prospectus dated April 25, 2022 (together with the Prospectus Supplement, the "**Prospectus**") relating to the sale by the Corporation of common shares of the Corporation (the "**Shares**") having an aggregate offering price of up to US$125,000,000 pursuant to the Sales Agreement (the "**Sales Agreement**") entered into between the Corporation and Cowen and Company, LLC, as agent thereunder. The Prospectus forms a part of the Corporation's registration statement on Form S-3 (No. 333-257668) (as amended, the "**Registration Statement**") filed with the Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**Securities Act**"), which was declared effective under the Securities Act by the SEC on April 25, 2022.

We have examined the Registration Statement, the Prospectus and the Sales 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 (a) 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 and (b) the completeness, truth and accuracy of all facts set forth in the official public records, certificates and documents supplied by public officials or otherwise conveyed to us by public officials.

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.

Where our opinion expressed herein refers to the Shares having been issued as being "fully-paid and non-assessable" common shares of the Corporation, such opinion assumes that all required consideration (in whatever form) has been paid or provided. No opinion is expressed as to the adequacy of any consideration received.

On the basis of the foregoing, we are of the opinion that, when the Shares will have been issued and sold pursuant to the terms of the Sales Agreement, the Shares will be validly issued, fully paid and non-assessable.

We consent to the reference to our firm under the caption “Legal Matters” in the Prospectus and to the filing of this opinion as an exhibit to the Corporation’s Quarterly Report on Form 10-Q to be filed with the SEC for incorporation by reference into the Registration Statement.

Yours very truly,

/s/ Stikeman Elliot LLP

Stikeman Elliot LLP

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[***] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) customarily and actually treated by the registrant as private or confidential.

COLLABORATION AND LICENSE AGREEMENT

by and between

REPARE THERAPEUTICS INC.

and

HOFFMANN-LA ROCHE INC. and F. HOFFMANN-LA ROCHE LT

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COLLABORATION AND LICENSE AGREEMENT

This Collaboration and License Agreement (this "Agreement") is entered into as of June 1, 2022 (the "Execution Date"), by and between Repare Therapeutics Inc., a Canadian corporation ("Repare") and Hoffmann-La Roche Inc., a New Jersey corporation ("Roche Inc."), and F. Hoffmann-La Roche Ltd, a Swiss company ("Roche Ltd," and, together with Roche Inc., "Roche"). Roche and Repare are each referred to herein by name or as a "Party", or, collectively, as the "Parties".

INTRODUCTION

WHEREAS, Repare is a biopharmaceutical company that owns or otherwise Controls the Molecules;

WHEREAS, Roche is a pharmaceutical company that has expertise and capabilities in the Development, Manufacturing, and Commercialization of human therapeutic products; and

WHEREAS, Repare and Roche desire to Develop and Commercialize the Molecules and Licensed Products worldwide in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Roche wishes to acquire worldwide, perpetual, exclusive rights to manufacture and sell the Molecules and Licensed Products, subject to and in accordance with the terms set forth in this Agreement;

WHEREAS, Repare is willing to convey to Roche worldwide, perpetual, exclusive rights to manufacture and sell the Molecules and Licensed Products, subject to and in accordance with the terms set forth in of this Agreement;

WHEREAS, Repare and Roche both recognize that the Development, Manufacturing, and Commercialization of the Molecules and Licensed Products worldwide in accordance with the terms and conditions set forth in this Agreement would be economically beneficial to each of them;

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants, and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Repare and Roche hereby agree as follows:

Article I
Definitions

When used in this Agreement, each of the following terms shall have the meanings set forth in this Article I:

Section 1.1"Accounting Standards" means (a) the United States Generally Accepted Accounting Principles ("US GAAP") or (b) International Financial Reporting Standards of the International Accounting Standards Boards ("IFRS"), in each case ((a) and (b)) as generally and consistently applied throughout the applicable Person's organization. Each Party will promptly

notify the other Party in writing if such Party changes the Accounting Standards pursuant to which its records are maintained.

Section 1.2"Advanced Stage" means the cancer has spread from the original (primary) site or has come back (recurred).

Section 1.3"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with such Person, as the case may be, for so long as such control exists. As used in this Section 1.3, "control" means: (a) to possess, directly or indirectly, the power to direct the management and policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (b) direct or indirect ownership of more than fifty percent (50%) of the voting share capital in a Person. Notwithstanding the foregoing, for the purposes of this Agreement, Chugai Pharmaceutical Co., Ltd, headquartered at 1-1 Nihonbashi-Muromachi 2-Chome, Chuo-ku, Tokyo 103-8324 and its subsidiaries shall not be considered Affiliates of Roche, unless and until Roche provides written notice to Repare of its desire to include Chugai or its respective subsidiaries (as applicable) as Affiliate(s) of Roche.

Section 1.4"Antitrust Law" means any and all applicable Laws designed to prohibit, restrict, or regulate actions for the purpose or effect of monopolization or restraint of trade, including the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act"), the Sherman Act, as amended, the Clayton Act, as amended, and the Federal Trade Commission Act, as amended.

Section 1.5"ATR" means ataxia telangiectasia mutated and Rad3-related kinase, UniProtKB/Swiss-Prot: Q13535.

Section 1.6"Backup Product" means, solely if Roche determines, consistent with its diligence obligations under Section 9.2(b), to abandon Development of all Licensed Products containing the Lead Molecule, any Licensed Product containing a Molecule that is not the Lead Molecule.

Section 1.7"Bankruptcy Code" means the U.S. Bankruptcy Code and any foreign equivalent thereto in any country having jurisdiction over a Party or its assets.

Section 1.8"Business Day" means a day other than a Saturday or Sunday or any other day on which commercial banks in Boston, Massachusetts, San Francisco, California, or Basel, Switzerland are authorized or required by applicable Law to close.

Section 1.9"Calendar Quarter" means each period of three (3) consecutive months, ending on the last day of March, June, September, or December; except that the final Calendar Quarter will end on the last day of the Term.

Section 1.10"Calendar Year" means a period of time commencing on January 1 and ending on the following December 31; except that the first Calendar Year shall begin on the Effective Date and end on December 31 of the calendar year during which the Effective Date occurs.

Section 1.11"Change of Control" of a Party means any of the following, in a single transaction or a series of related transactions: (a) the sale or disposition of all or substantially all of the assets or business of such Party to which the subject matter of this Agreement relates to a Third Party (or multiple Third Parties acting in concert), (b) the acquisition by a Third Party (or multiple Third Parties acting in concert) of more than fifty percent (50%) of the direct or indirect voting power of the securities of such Party, or (c) the consummation of a business combination (including a merger or consolidation) involving such Party or any of its parent entities with or into any Third Party, unless, following such business combination, the stockholders of such Party or parent entity (as applicable) immediately prior to such merger or consolidation continue to own, directly or indirectly, more than fifty percent (50%) of the voting power of the securities of the entity resulting from such merger or consolidation.

Section 1.12 "Claim" means any suit, claim, action, proceeding, or demand brought by any Third Party.

Section 1.13"Clinical Trial" means any human clinical trial, including a Phase I Trial, a Phase II Trial, a Pivotal Trial, a Phase IV Trial, a Post-Approval-Commitment Trial, an Ongoing IST, a New IST, or a combination of any of the foregoing studies.

Section 1.14"Collaboration" means the activities conducted by or on behalf of each Party under this Agreement.

Section 1.15"Combination Product" means (a) a single pharmaceutical formulation containing, as its active ingredients, both a Molecule and one or more other therapeutically or prophylactically active ingredients, (b) a combination therapy comprised of a Molecule and one or more other therapeutically or prophylactically active products, priced and sold in a single package containing such multiple products or packaged separately but sold together for a single price, or (c) a combination therapy comprised of a Molecule and a Companion Diagnostic, priced and sold in a single package containing such multiple products or packaged separately but sold together for a single price, in each case (a)-(c), including all dosage forms, formulations, presentations, line extensions, and package configurations. All references to Licensed Products in this Agreement shall be deemed to include Combination Products.

Section 1.16"Commercialization" or "Commercialize" means any activities directed to registering, having registered, marketing, having marketed, promoting having promoted, distributing, having distributed, importing, having imported, exporting, having exported offering to sell, having offered to sell, using, having used, making, having made, selling, or having sold a product, after or in expectation of receipt of Regulatory Approval for such product (but excluding Development).

Section 1.17"Commercially Reasonable Efforts" means, with respect to the performing Party under this Agreement, the carrying out of obligations of such Party in [***] in the exercise of similar activities, including, with respect to the Development, Manufacture, or Commercialization of a Molecule or Licensed Product, the efforts that [***]. It is understood that such [***] and other relevant factors, and that Commercially Reasonable Efforts shall be determined taking into account that Roche and its Affiliates [***]. For purposes of Section 16.2

and Section 16.3, this definition shall apply to any applicable Surviving Licensee Partner, *mutatis mutandis*.

Section 1.18"Companion Diagnostic" means any product (e.g., biomarker or diagnostic test) or service that (a) (i) identifies a person having a disease or condition, or a molecular genotype or phenotype that predisposes a person to such disease or condition, that a Licensed Product could be used to treat or prevent; (ii) defines the prognosis or monitors the progress of a disease or condition in a person that a Licensed Product could be used to treat or prevent; (iii) is used to select a therapeutic or prophylactic regimen, wherein at least one (1) potential therapeutic or prophylactic regimen involves a Licensed Product, and where the selected regimen is determined, based on the use of such product or service, to likely be effective or to be safe for a person; or (iv) is used to confirm a Licensed Product's biological activity or to optimize dosing or the scheduled administration of a Licensed Product; and (b) is developed as a companion diagnostic for use with a Licensed Product.

Section 1.19"Composition of Matter Claim" means, for a given Licensed Product in a given country of the Territory, a Valid Claim of a Repare Patent that Covers the chemical structure of the Molecule *per se* that is included in such Licensed Product as an active ingredient of such Licensed Product.

Section 1.20"Compulsory Sublicense Compensation" means, for a given country or region in the Territory, the compensation paid to Roche by a Third Party (a "Compulsory Sublicensee") under a license or sublicense of Repare Intellectual Property and Joint Collaboration Intellectual Property granted to the Compulsory Sublicensee (the "Compulsory Sublicense") through the order, decree or grant of a Governmental Authority having competent jurisdiction in such country or region, authorizing such Third Party to manufacture, use, sell, offer for sale, import or export a Licensed Product in such country or region.

Section 1.21"Completion" or "Completed" means with regard to a Clinical Trial, Roche's internal approval of the final Clinical Study Report for such Clinical Trial.

Section 1.22 "Confidential Information" means all confidential or proprietary technology, Know-How, or other information (whether or not patentable) disclosed or made available by one Party or any of its Affiliates (the "Disclosing Party") to the other Party or any of its Affiliates (the "Receiving Party") prior to or after the Effective Date in connection with this Agreement or the Confidentiality Agreement, including information regarding a Party's technology, products, business or financial information, or objectives, and all proprietary biological materials of a Party; except that "Confidential Information" shall exclude any information that:

(a) was known by the Receiving Party or any of its Affiliates prior to its disclosure to the Receiving Party by or on behalf of the Disclosing Party or any of its Affiliates, as established by written evidence; or

(b) is rightfully disclosed to the Receiving Party or any of its Affiliates, without any obligation of confidentiality, by a source, other than by or on behalf of the Disclosing Party or any of its Affiliates, rightfully in possession of the information; or

(c) is or becomes published or generally known to the public through no fault or omission on the part of the Receiving Party or any of its Affiliates or (sub)licensees; or

(d) is independently developed by or for the Receiving Party or any of its Affiliates without reference to or reliance upon any of the Disclosing Party's Confidential Information, as established by the Receiving Party's contemporaneously-maintained written records.

Notwithstanding anything to the contrary in the foregoing, the terms of this Agreement shall be considered Confidential Information of the Parties, with each Party deemed both the Disclosing Party and the Receiving Party with respect thereto, and neither Party may rely on Section 1.22(a) or Section 1.22(d) with respect thereto.

Section 1.23"Confidentiality Agreement" means the Confidentiality Agreement between Repare and Roche, dated [***].

Section 1.24"Continuation Election Notice" means the notice Repare provides to Roche under Section 16.3(b) describing (a) Repare's *bona fide* intentions to continue ongoing Development and Commercialization of Licensed Product(s) and (b) Repare's request for Roche's continuation of activities during the termination period or transfer of the data, material, and information relating to the Licensed Product(s) in accordance with Section 16.3.

Section 1.25"Control" or "Controlled" means (a) with respect to any Know-How, Patent, or other intellectual property right, the possession (whether by license (other than a license granted under this Agreement) or ownership) by a Party of the ability to grant to the other Party access or a license to such Know-How, Patent, or other intellectual property right (as applicable), as provided herein, without violating the terms of any agreement with any Third Party and (b) with respect to proprietary materials, the possession by a Party of the ability to supply such proprietary materials to the other Party, as provided herein, without violating the terms of any agreement with any Third Party.

Section 1.26"Co-Promotion Opt-In Period" means, provided that Repare has exercised the P/L Sharing Opt-In Right and thereafter the P/L Sharing Period has not been terminated, the period (a) beginning on [***] and (b) ending on the earliest of [***].

Section 1.27"Co-Promotion Period" means, if Repare timely exercises the Co-Promotion Opt-In Right, the period beginning on the date of such exercise [***].

Section 1.28"Cost Share Third Party Agreement" means (a) each agreement or arrangement (i) that is entered into by Roche or any of its Affiliates following the Effective Date and (ii) under which Roche or any of its Affiliates acquires Control of any Patent or Know-How that qualifies as Roche Intellectual Property and (b) each agreement or arrangement (i) that is entered into by Repare or any of its Affiliates following the Effective Date, (ii) under which Repare or any of its Affiliates acquires Control of any Patent or Know-How that, subject to Section 10.6, would be Repare Intellectual Property licensed to Roche hereunder, and (iii) that is deemed a Cost Share Third Party Agreement pursuant to Section 10.6.

Section 1.29"Cover," "Covering," or "Covered" means, with respect to a product or technology and a Patent, that, but for ownership of or a license under such Patent, the Development, Manufacture, Commercialization, or other exploitation of such product or practice of such technology by a Person would infringe any claim of such Patent or, with respect to a claim included in any patent application, would infringe such claim if such patent application were to issue as a patent.

Section 1.30"Damages" means all claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation, and attorney's fees), and judgments, whether for money or equitable relief, of any kind, and is not limited to matters asserted by Third Parties against a Party, but includes claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation, and attorney's fees) and judgments incurred or sustained by a Party in the absence of Third Party claims; except that no Party shall be liable to hold harmless or indemnify any Repare Indemnified Party or Roche Indemnified Party, as applicable, for any claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs, or judgments for punitive or exemplary damages, except to the extent the Party seeking indemnification is actually liable to a Third Party for such punitive or exemplary damages in connection with a Claim by such Third Party.

Section 1.31"Deductible Third Party Payments" means [***] that Roche or any of its Affiliates or Licensee Partners pays to any Third Party, or [***] to Repare pursuant to Section 11.5, for a license under any Patent or Know-How owned or controlled by such Third Party that [***] necessary to Develop, Manufacture, or Commercialize any Licensed Product, in each case solely to the extent such [***].

Section 1.32"Develop" or "Development" means discovery, research, preclinical, non-clinical, and clinical development activities, including activities relating to screening, assays, test method development and stability testing, toxicology, pharmacology, formulation, quality assurance/quality control development, Clinical Trials, technology transfer, statistical analysis, process development and scale-up, pharmacokinetic studies, data collection and management, report writing, and other regulatory activities.

Section 1.33"Development Plan" means the plan for the Development of Molecules and Licensed Products, attached to this Agreement as Exhibit A, as amended from time to time pursuant to Section 5.1(a).

Section 1.34"Development Technology Transfer Plan" means the Development Technology Transfer Plan attached as Schedule 1.34.

Section 1.35"Drug Approval Application" means any marketing authorization application (and any amendments thereto), in each case, filed with any applicable Regulatory Authority in a country or other regulatory jurisdiction, which application is required to obtain a Regulatory Approval, including, in the U.S. Territory, any NDA, and, in the European Union, any MAA.

Section 1.36"Effective Date" means the second Business Day after all applicable waiting periods under the HSR Act with respect to the transactions contemplated by this Agreement have expired or have been terminated and all requests to the Parties by the Federal Trade Commission

("FTC") or the Antitrust Division of the Justice Department ("DOJ"), as the case may be, with regard to the transaction contemplated by this Agreement have been satisfactorily met and no objection on the part of the FTC, DOJ, or any foreign government remains; provided, however, that, if either Party receives a letter from the FTC before the Effective Date stating that the FTC has not finished its HSR investigation (an "FTC Letter"), then either Party may, at its option, by written notice to the other Party, delay the Effective Date up to [***] from the expiration of the [***] statutory waiting period under the HSR Act (not from the date of receipt of the FTC Letter).

Section 1.37"EMA" means the European Medicines Agency.

Section 1.38"EU Commercial Milestone" means [***], for the applicable Licensed Product for such Indication.

Section 1.39"Executive Officer" means (a) with respect to Roche, Roche's [***] (or the officer or employee of Roche then serving in a substantially equivalent capacity) or his or her designee, and (b) with respect to Repare, Repare's [***] (or the officer or employee of Repare then serving in a substantially equivalent capacity) or his or her designee, in each case ((a) and (b)), as long as such designee has decision-making authority on behalf of the applicable Party.

Section 1.40"Existing IND" means the IND for the Licensed Product containing the Lead Molecule that exists as of the Effective Date.

Section 1.41"FD&C Act" means the U.S. Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 *et seq.*, as amended from time to time, together with any rules, regulations, and requirements promulgated thereunder (including all additions, supplements, extensions, and modifications thereto).

Section 1.42"FDA" means the United States Food and Drug Administration, or any successor agency thereof.

Section 1.43"Field" means all uses.

Section 1.44"First Commercial Sale" means, on a country-by-country basis, [***].

Section 1.45"Force Majeure Event" an occurrence beyond the reasonable control of a Party (and which did not occur as a result of such Party's financial condition, negligence, or fault), including pandemic; fire; earthquake; flood; embargo; power shortage or failure; acts of war or terrorism; insurrection; riot; lockout or other labor disturbance; governmental acts, omissions, delays in acting, orders, or restrictions; acts, omissions, or delays in acting by the other Party; or acts of God.

Section 1.46"FTE" means the equivalent of the work of one (1) full-time employee of a Party or any of its Affiliates for one (1) year (consisting of [***]) in directly conducting relevant activities hereunder. Any Party's employee who devotes fewer than [***] on the applicable activities shall be treated as an FTE on a pro-rata basis, calculated by dividing the actual number of hours worked by such employee on such activities by [***]. Any employee who devotes more than [***] on the applicable activities shall be treated as one (1) FTE.

Section 1.47"FTE Costs" means, for applicable activities under this Agreement, the FTE Rate multiplied by the number of FTEs actually expended to conduct such activities, but solely to the extent such activities are in accordance with this Agreement, including, with respect to Development or Commercialization activities (including Manufacturing activities related thereto), solely to the extent such Development, Manufacturing, or Commercialization activities are consistent with the then-current Development Plan and Development Budget or U.S. Commercialization Plan and U.S. Commercialization Budget, as applicable. FTEs will be pro-rated on a daily basis if necessary.

Section 1.48"FTE Rate" means [***] per FTE. On January 1, [***] and on January 1st of each subsequent Calendar Year, the foregoing rate shall be increased for the Calendar Year then commencing by the percentage increase, if any, in the [***]. As used in this definition, [***]. The FTE Rate includes the applicable employee's wages, bonuses, employer paid taxes, benefits, perks, and other forms of compensation that would otherwise be considered the cost of an employee, [***].

Section 1.49"Generic Product" means, with respect to a Licensed Product in a particular country, any generic version of such Licensed Product that (a) is approved for sale in such country pursuant to an abbreviated new drug application process (*e.g.*, Section 505(j) of the FD&C Act) in reliance on the prior approval of such Licensed Product as determined by the applicable Regulatory Authorities; (b) incorporates the same active pharmaceutical ingredient as such Licensed Product; and (c) is sold by a Third Party that is not a (sub)licensee of Roche or any of its Affiliates and that has not otherwise been authorized, directly or indirectly, by Roche or any of its Affiliates to market and sell such product.

Section 1.50"Good Clinical Practices" or "GCP" means the ethical and scientific quality standards for designing, conducting, recording, and reporting trials that involve the participation of human subjects as are required by any applicable Regulatory Authority or Law in the relevant jurisdiction. In the United States, GCP shall be based on Good Clinical Practices established through FDA guidances (including Guideline for Good Clinical Practice – ICH Harmonized Tripartite Guideline (ICH E6)), and, outside the United States, GCP shall be based on Guideline for Good Clinical Practice – ICH Harmonized Tripartite Guideline (ICH E6).

Section 1.51"Good Laboratory Practices" or "GLP" means the then-current good laboratory practice standards promulgated or endorsed by the FDA, as defined in U.S. 21 C.F.R. Part 58 (or such other comparable regulatory standards in jurisdictions outside the United States, as they may be updated from time to time).

Section 1.52"Good Manufacturing Practices" or "GMP" means all applicable standards relating to manufacturing practices for fine chemicals, intermediates, bulk products, or finished pharmaceutical products, including (a) all applicable requirements detailed in the FDA's current Good Manufacturing Practices regulations, U.S. 21 C.F.R. Parts 210 and 211 and "The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing Practice for Medicinal Products", as each may be amended from time to time, and (b) all applicable Laws promulgated by any Governmental Authority having jurisdiction over the Manufacture of any Licensed Product.

Section 1.53"Governmental Authority" means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body, or entity, and any court or other tribunal); (d) supranational or multinational organization or body; or (e) individual, entity, or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military, or taxing authority or power of any nature.

Section 1.54"IND" means any Investigational New Drug application filed with the FDA pursuant to Part 312 of Title 21 of the U.S. Code of Federal Regulations, including any supplements or amendments thereto. References herein to IND shall include, to the extent applicable, any comparable filing necessary to commence clinical testing of any Licensed Product in any human outside the United States (such as a Clinical Trial Application in the countries that are officially recognized as member states of the European Union).

Section 1.55"Indication" means a disease or condition that a Licensed Product is indicated to treat or prevent and that is described in the Licensed Product label as required by the Regulatory Approval granted by the applicable Regulatory Authority. With respect to oncology, (a) "Indication" shall mean [***] to which a Licensed Product is directed and eventually approved and (b) to distinguish one Indication from another Indication, the two Indications [***]. Notwithstanding anything to the contrary in the foregoing, each indication listed on Schedule 1.88 shall be deemed to be a distinct Indication from (A) each other indication listed on Schedule 1.88 and (B) [***].

Section 1.56"IND Transfer Date" means the earliest date on which Repare has submitted a letter to the FDA notifying the FDA of the transfer of the Existing IND to Roche and Roche has submitted a transfer acknowledgement letter to the FDA notifying the FDA of its acknowledgement of the transfer of the Existing IND.

Section 1.57"Information Security Incident" means, with respect to any given Confidential Information, any unauthorized use, unauthorized disclosure, corruption (including ransomware attack), or loss of such Confidential Information.

Section 1.58"Initiation" means, with respect to a Clinical Trial, the first dosing of the first patient in such Clinical Trial.

Section 1.59"Invention" means any invention, whether or not patentable, that is conceived or discovered by or on behalf of any Party or any of its respective Affiliates, whether solely or jointly with the other Party, any Affiliate of either Party, or any Third Party, in the course of activities under the Collaboration.

Section 1.60"Japan Commercial Milestone" means [***].

Section 1.61"Joint Collaboration Intellectual Property" means, collectively:

(a) "Joint Collaboration Know-How," which means any Know-How that is invented, discovered, developed, or otherwise generated by or on behalf of both Roche (or any of its Affiliates), on the one hand, and Repare (or any of its Affiliates), on the other hand, whether solely or jointly with any Third Party, in the conduct of activities under the Collaboration; but excluding Repare Development Know-How and Roche Development Know-How; and

(b) "Joint Collaboration Patent(s)," which means each Patent that Covers any Joint Collaboration Know-How; but excluding each Repare Development Patent and Roche Development Patent.

Section 1.62"Know-How" means any tangible or intangible trade secrets, know-how, expertise, discoveries, inventions (including Inventions), information, data, or materials, including ideas, concepts, formulae, methods, procedures, designs, technologies, compositions, plans, applications, technical data, assays, manufacturing information or data, samples, and chemical and biological materials, and all derivatives, modifications, and improvements of any of the foregoing.

Section 1.63"Law" means any law, statute, rule, regulation, ordinance, common law, or other pronouncement having the effect of law, of any federal, national, multinational, state, provincial, county, city, or other political subdivision, as from time to time enacted, repealed, or amended, including Good Clinical Practices, Good Laboratory Practices, Good Manufacturing Practices, adverse event reporting requirements, guidance from the International Conference on Harmonization or other generally accepted conventions, the FD&C Act and similar laws and regulations in countries outside the United States, and all other rules, regulations, and requirements of the FDA or any other applicable Regulatory Authority.

Section 1.64"License Territory" means (a) outside of the P/L Sharing Period, the Territory and (b) during the P/L Sharing Period, the ROW Territory.

Section 1.65"Licensed Product" means any product, including any Combination Product, containing a Molecule as an active ingredient, including all forms, presentations, strengths, doses, and formulations (including any method of delivery).

Section 1.66"Licensee Partner" means any Third Party to whom Roche or any of its Affiliates or any other Licensee Partner grants a sublicense or license with respect to the Development, Manufacture, or Commercialization of Molecules, Licensed Products, or Companion Diagnostics in the Field under the rights to Repare Intellectual Property granted to Roche hereunder, in each case excluding wholesale distributors or any other Third Parties that purchase Licensed Products or Companion Diagnostics in arm's-length transactions, where such Third Parties do not have sublicenses or licenses to Develop, Manufacture, or Commercialize any Licensed Product or Companion Diagnostic except for, where applicable, limited sublicenses or licenses to the extent required to enable such Third Parties to perform final packaging for such Licensed Products or Companion Diagnostics for local distribution.

Section 1.67"MAA" means a Marketing Authorization Application filed with the EMA pursuant to the centralised authorisation procedure or with the applicable Regulatory Authority of a country in Europe pursuant to the mutual recognition, de-centralised, or any other national approval procedure.

Section 1.68"Major European Country" means each of France, Germany, Italy, Spain, and the United Kingdom.

Section 1.69 "[***]" means each of (a) [***] and (b) [***].

Section 1.70"[***]" means [***].

Section 1.71 "[***]" means [***].

Section 1.72"Major Market" means the U.S. Territory and each of the Major European Countries.

Section 1.73"Major Misalignment" means [***].

Section 1.74"Manufacture" or "Manufacturing" means, as applicable, all activities associated with the production, manufacture, processing, filling, packaging, labeling, shipping, or storage of a drug substance or drug product, or any components thereof, including process and formulation development, process validation, stability testing, manufacturing scale-up, preclinical, clinical, and commercial manufacture, analytical methods development and validation, product characterization, quality assurance and quality control development, testing, and release.

Section 1.75"Manufacturing Technology" means all Repare Know-How that is necessary or useful for Manufacturing preclinical, clinical, or commercial supply, as applicable, of any Molecule, Licensed Product, or Companion Diagnostic, including specifications, assays, batch records, quality control data, and transportation and storage requirements.

Section 1.76"Manufacturing Technology Transfer Plan" means the Manufacturing Technology Transfer Plan attached as Schedule 1.76.

Section 1.77"Market Authorization Holder" means the Person that has been granted Regulatory Approval to Commercialize a specific medicinal product.

Section 1.78"Molecule" means RP-3500 (the "Lead Molecule" with the structure set forth in Schedule 1.78), and any other ATR inhibitor that is Covered by any Patent that derives from patent application [***], and any metabolites, prodrugs, pharmaceutical hydrates, solvates, salts, esters, isomers, enantiomers, diastereomers, polymorphs, or isotope enriched forms of any of the foregoing.

Section 1.79"NDA" means a New Drug Application, as defined in the FD&C Act, submitted to the FDA in the U.S. in accordance with the FD&C Act with respect to a pharmaceutical product.

Section 1.80"NDA Acceptance Date" means, with respect to a given NDA for a Licensed Product, the date on which Roche receives a letter from the FDA informing Roche that the NDA is sufficiently complete to permit a substantive review and is considered filed.

Section 1.81"Net Sales" means [***].

Section 1.82"New IST" means [***] investigating any Molecule or Licensed Product, (b) that is conducted by a Third Party sponsor (each, a "New IST Sponsor"), (c) for which Repare or Roche provides the applicable Molecules or Licensed Products or other support as needed, and (d) that is Initiated after the Effective Date.

Section 1.83"New IST Contracting Party" means the Party that will contract with each New IST Sponsor to conduct each New IST and supply each New IST Sponsor with Molecules and Licensed Products and other support necessary to conduct such New IST.

Section 1.84"Ongoing IST" means each Clinical Trial set forth on Schedule 1.84.

Section 1.85"Ongoing Trial" means any Clinical Trial of any Molecule or Licensed Product that was initiated prior to the Effective Date, each of which is set forth on Schedule 1.85.

Section 1.86"Opt-In Development Budget" means the good faith estimate of Worldwide Development Costs and U.S. Development Costs that will be incurred in Developing Licensed Products containing the Lead Molecule until [***], which shall be provided by Roche pursuant to Section 3.1(b).

Section 1.87"Opt-Out Trigger" means any of the following:

(a) [***].

Section 1.88"Other Indication" means any Indication, other than [***], that is set forth on Schedule 1.88, as may be updated from time to time by mutual agreement of the Parties. Roche shall not unreasonably withhold its agreement to add to Schedule 1.88 any Indication for which Roche Develops or Commercializes any Licensed Product if the commercial opportunity represented by such Indication equals or exceeds that of any Other Indication set forth on Schedule 1.88.

Section 1.89"Out-of-Pocket Costs" means, with respect to specified activities hereunder, direct expenses paid or payable by either Party or any of its Affiliates to any Third Party (other than employees of such Party or any of its Affiliates) that are specifically identifiable and incurred to conduct such Collaboration activities and have been recorded in accordance with Accounting Standards, but solely to the extent such activities and expenses are in accordance with this Agreement.

Section 1.90"Patent" means any (a) patent or patent application anywhere in the world, (b) divisional, continuation, or continuation in-part of any such patent or patent application, or any other patent or patent application claiming priority, or entitled to claim priority, directly or indirectly to (i) any such patent or patent application or (ii) any patent or patent application from which such patent or patent application claims, or is entitled to claim, direct or indirect priority, or (c) patent issuing on any of the foregoing anywhere in the world, together with any registration, reissue, re-examination, patent of addition, renewal, patent term extension, supplemental protection certificate, or extension of any of the foregoing anywhere in the world.

Section 1.91"Person" means any individual or any corporation, limited or general partnership, limited liability company, joint venture, trust, unincorporated association, governmental body, authority, bureau or agency, or other entity.

Section 1.92"Phase I Trial" means a Clinical Trial of a product, the principal purpose of which is a preliminary determination of safety, tolerability, and pharmacokinetics in study subjects where potential pharmacological activity may be determined, or a similar clinical study prescribed by any applicable Regulatory Authority, from time to time, pursuant to applicable Law or otherwise, including the trials referred to in 21 C.F.R. § 312.21(a), as amended (or any non-United States equivalent thereof).

Section 1.93"Phase II Trial" means a Clinical Trial intended to explore a variety of doses, dose response, and duration of effect, and to generate evidence of clinical safety and effectiveness for a particular indication or indications in a target patient population, or a similar clinical study prescribed by any applicable Regulatory Authority, from time to time, pursuant to applicable Law or otherwise, including the trials referred to in 21 C.F.R. § 312.21(b), as amended (or any non-United States equivalent thereof).

Section 1.94 "Phase IV Trial" means a human Clinical Trial of a product which is conducted voluntarily after Regulatory Approval of the product has been obtained from an appropriate Regulatory Authority for enhancing marketing or scientific knowledge of an approved indication.

Section 1.95"Pivotal Trial" means a human Clinical Trial of a product in any country that satisfies both of the following ((a) and (b)):

(a) such trial includes a sufficient number of subjects and is designed to establish that such product has an acceptable safety and efficacy profile for its intended use, and to determine warnings, precautions, and adverse reactions that are associated with such product in the dosage range to be prescribed, which trial is intended to support Regulatory Approval of such product, or a similar Clinical Trial; and

(b) such trial is a registration trial designed to, alone or with one or more additional trials, be sufficient to support the filing of an application for a Regulatory Approval for such product in an applicable country or jurisdiction or some or all of an extra-national territory, as evidenced by (i) an agreement with or statement from an applicable Regulatory Authority, or (ii) other guidance or minutes issued by an applicable Regulatory Authority, for such registration trial.

Section 1.96"P/L Sharing Opt-In Period" means [***].

Section 1.97"P/L Sharing Period" means, if Repare timely exercises the P/L Sharing Opt-In Right, the period beginning on the date of such exercise and ending on the earlier of [***].

Section 1.98"Post-Approval-Commitment Trial" means a Clinical Trial of a product which is conducted to satisfy a requirement of a Regulatory Authority in order to maintain a

Regulatory Approval or to satisfy a requirement or condition imposed by a Regulatory Authority in connection with the grant of a Regulatory Approval.

Section 1.99"Product Liabilities" means all Damages incurred by a Party or any of its Affiliates or Licensee Partners resulting from or relating to the use of a Licensed Product in a human (including in Clinical Trials or Commercialization) in the Territory incurred after the Effective Date.

Section 1.100"Product-Specific Patent" means any Repare Patent that Covers (a) the composition of matter of any Molecule or Licensed Product, (b) any method of Manufacturing any Molecule or Licensed Product, or (c) or any method of using any Molecule or Licensed Product in preventing or treating a disease, in each case ((a)-(c)) where the chemical structure of such Molecule or Licensed Product is identified specifically or by chemical genus in such Patent.

Section 1.101"Prosecution" or "Prosecute" means the filing, preparation, prosecution, and maintenance of any Patent, including any pre-grant proceeding before any patent authority, such as any interference.

Section 1.102"Publication" means any publication in any scientific journal, any scientific abstract to be presented to any audience, any presentation at any scientific conference, including slides and texts of oral or other public presentations, any other scientific presentation, or any other oral, written, or electronic scientific disclosure directed to any audience that pertains to any Molecule, Licensed Product, or the use of any of the foregoing, or any data or results from any activity under this Agreement.

Section 1.103"Qualified Safety Expert" means any scientist (a) with at least [***] of applicable pharmaceutical safety experience, (b) [***], and (c) who does not [***].

Section 1.104"Regulatory Approval" means all approvals of each applicable Regulatory Authority necessary for the commercial marketing and sale of a product for a particular indication in a country (but excluding any pricing or reimbursement approvals).

Section 1.105"Regulatory Authority" means any federal, national, multinational, state, provincial, or local regulatory agency, department, bureau, or other governmental entity with authority over the testing, manufacture, use, storage, import, promotion, marketing, or sale (including pricing and reimbursement approval) of any pharmaceutical or biologic product in any country or territory.

Section 1.106"Regulatory Documentation" means all INDs, Drug Approval Applications, and other regulatory applications or submissions submitted to any Regulatory Authority, Regulatory Approvals, pre-clinical and clinical data and information, regulatory materials, drug dossiers, master files (including Drug Master Files, as defined in 21 C.F.R. § 314.420 and any non-United States equivalents), and any other data, reports, records, regulatory correspondence, and other materials relating to Development or Regulatory Approval of any Licensed Product or required to Manufacture, distribute, or sell any Licensed Product including any information that relates to pharmacology, toxicology, chemistry, manufacturing, and controls data, batch records, safety, or efficacy, and any safety database.

Section 1.107"Regulatory Exclusivity" means, with respect to a Licensed Product in a country, any exclusive marketing right, data protection, or other exclusive right, other than a Patent, conferred by any Governmental Authority with respect to the first approved Indication for such Licensed Product in such country, including any new chemical entity exclusivity, pediatric exclusivity, or orphan drug exclusivity.

Section 1.108"Regulatory Interactions" means, with respect to any given Licensed Product (a) monitoring and coordinating all regulatory actions, and preparing, submitting, and coordinating all communications and filings with, and submissions to, all Regulatory Authorities, with respect to the Development, Manufacture, or Commercialization of such Licensed Product and (b) interfacing, corresponding, and meeting with Regulatory Authorities with respect to such Licensed Product.

Section 1.109"Repare Development Intellectual Property" means, collectively:

(a) "Repare Development Know-How," which means any Know-How that [***].

(b) "Repare Development Patent(s)," which means each Patent that solely Covers any Repare Development Know-How.

Section 1.110"Repare Intellectual Property" means, collectively:

(a) "Repare Know-How," which means, subject to Section 10.6, any Know-How that is (i) Controlled by Repare or, subject to Section 18.6, any of its Affiliates as of the Effective Date or during the Term (including Repare's undivided one half (1/2) interest in the Joint Collaboration Know-How), and (ii) necessary or useful for the Development, Manufacture, or Commercialization of any Molecule, Licensed Product, or Companion Diagnostic, including all Repare Development Know-How; but excluding all Repare Trial Data; and

(b) "Repare Patent," which means, subject to Section 10.6, any Patent that (i) is Controlled by Repare or, subject to Section 18.6, any of its Affiliates as of the Effective Date or during the Term (including Repare's undivided one-half (1/2) interest in each Joint Collaboration Patent) and (ii) Covers any Repare Know-How or the Development, Manufacture, or Commercialization of any Molecule, Licensed Product, or Companion Diagnostic, including each Repare Development Patent.

Section 1.111"Repare Trial" means a Clinical Trial that is conducted by or on behalf of Repare [***]. As more fully set forth in Section 5.1, the Parties acknowledge and agree that Repare Trials shall not be included in the Development Plan.

Section 1.112"Right of Reference or Use" means a "Right of Reference or Use" as that term is defined in 21 C.F.R. §314.3(b), and any non-United States equivalents.

Section 1.113"Roche Development Intellectual Property" means, collectively:

(a) "Roche Development Know-How," which means any Know-How that [***]

(b) "Roche Development Patent(s)," which means each Patent that solely Covers any Roche Development Know-How.

Section 1.114"Roche Intellectual Property" means, collectively:

(a) "Roche Know-How," which means any Know-How that is (i) Controlled by Roche or, subject to Section 18.6, any of its Affiliates as of the Effective Date or during the Term (including Roche's undivided one half (1/2) interest in the Joint Collaboration Know-How), and (ii) necessary or useful for the Development, Manufacture, or Commercialization of any Molecule, Licensed Product, including all Roche Development Know-How; and

(b) "Roche Patent," which means any Patent that (i) is Controlled by Roche or, subject to Section 18.6, any of its Affiliates as of the Effective Date or during the Term (including Roche's undivided one-half (1/2) interest in each Joint Collaboration Patent) and (ii) Covers any Roche Know-How or the Development, Manufacture, or Commercialization of any Molecule, Licensed Product, including each Roche Development Patent.

Section 1.115 "Roche Trial" means a Clinical Trial of a Molecule or Licensed Product, that is (a) described in the Development Plan and (b) not an Ongoing Trial, an Ongoing IST, a New IST, or a Repare Trial.

Section 1.116"ROW Territory" means all countries in the world other than the U.S. Territory.

Section 1.117"ROW Territory Annual Net Sales" means, in relation to a Licensed Product, the total Net Sales of such Licensed Product by Roche or its Affiliates or Licensee Partners in a particular Calendar Year in all countries in the ROW Territory in which the Royalty Term for such Licensed Product has not expired.

Section 1.118"Royalty-Bearing Claim" means, on a Licensed Product-by-Licensed Product and country-by-country basis, [***].

Section 1.119"Sales" means, with respect to a Licensed Product in a particular period, the sum of clauses (a) and (b) below: [***]

Section 1.120"SEC" means the U.S. Securities and Exchange Commission.

Section 1.121 "Shared Territory" means, during the P/L Sharing Period (including during the Co-Promotion Period), the U.S. Territory.

Section 1.122"Shared Territory Damages" means any Damages incurred by either Party or any of its Indemnified Parties and arising out of a Claim during the P/L Sharing Period, including any Product Liability or any claim of infringement of a Third Party's Patent or other intellectual property, to the extent arising out of (a) the Development of any Licensed Product containing the Lead Molecule to the extent for the purpose of, or to the extent in support of, (i) obtaining Regulatory Approval for such Licensed Product in the Shared Territory or (ii) Commercialization of such Licensed Product in the Shared Territory, (b) the Commercialization

of any Licensed Product containing the Lead Molecule in the Shared Territory, or (c) the Manufacture of any Licensed Product containing the Lead Molecule for use in any activities under clause (a) or (b); except that "Shared Territory Damages" shall exclude Damages that are entitled to indemnification under Section 15.1 or Section 15.2.

Section 1.123"Surviving Licensee Partner" means any Licensee Partner whose sublicense survives termination of this Agreement pursuant to Section 16.3(d)(ii) or Section 16.3(d)(iii).

Section 1.124"Territory" means the U.S. Territory and the ROW Territory.

Section 1.125"Territory Annual Net Sales" means, in relation to a Licensed Product, the total Net Sales of such Licensed Product by Roche or its Affiliates or Licensee Partners in a particular Calendar Year in all countries in the Territory in which the Royalty Term for such Licensed Product has not expired.

Section 1.126"Third Party" means any Person other than either Party or any of either Party's Affiliates.

Section 1.127"U.S. Commercial Milestone" means [***].

Section 1.128"U.S. Commercialization Budget" means the budget for the Commercialization of [***] in the U.S. Territory, as amended from time to time.

Section 1.129"U.S. Commercialization Plan" means the plan for the Commercialization of [***] in the U.S. Territory, as amended from time to time.

Section 1.130"U.S. Territory" means the United States of America and all of its territories and possessions, including Puerto Rico.

Section 1.131"U.S. Territory Annual Net Sales" means, in relation to a Licensed Product, the total Net Sales of such Licensed Product by Roche or its Affiliates in a particular Calendar Year in the U.S. Territory.

Section 1.132"Updated Opt-In Development Budget" means a budget composed of (a) the [***], which shall be provided by Roche pursuant to Section 3.1(b).

Section 1.133"Valid Claim" means (a) a claim of any issued, unexpired patent that has not been revoked or held unenforceable or invalid by a decision of a court or governmental agency of competent jurisdiction from which no appeal can be taken, or with respect to which an appeal is not taken within the time allowed for appeal, and that has not been disclaimed or admitted to be invalid or unenforceable through reissue, disclaimer, or otherwise, or (b) a claim of any patent application filed by a Person in good faith that has not been cancelled, withdrawn, or abandoned, nor been pending for more than [***] from the filing of the earliest patent application from which such claim derives priority.

Section 1.134Additional Definitions. Each of the following definitions is set forth in the section of this Agreement indicated below:

DEFINITION	SECTION
Acting Party	Section 11.8(a)(i)
Acquired Party	Section 18.6(a)
Acquired Program	Section 10.7(c)(iii)
Acquirer Program	Section 10.7(c)(ii)
Agreement	Preamble
Alliance Manager	Section 2.4
Allocable Overhead	Exhibit B
Allowable Commercialization Expenses	Exhibit B
Antitrust Filings	Section 17.1(a)
Antitrust Counsel Only Material	Section 17.1(c)
Audit Team	Section 11.7(a)
Auditee	Section 11.7(a)
Auditor	Section 11.7(a)
Certification Notice	Section 12.4
Co-Promotion Agreement	Section 4.1(b)
Co-Promotion Cure Period	Section 4.3(c)
Co-Promotion End Date	Section 4.3(e)
Co-Promotion Expiration Notice	Section 4.3(d)
Co-Promotion Opt-In Right	Section 4.1(a)
Compulsory Sublicense	Section 1.20
Compulsory Sublicensee	Section 1.20
Cure Period	Section 16.2(b)

Defense Expenses	Section 12.5(c)(ii)
Development Budget	Section 5.1(a)(i)
Development Cost Share	Exhibit B
Development Costs	Exhibit B
Disclosing Party	Section 1.22
Dispute	Section 18.1
DOJ	Section 1.36
Electronic Delivery	Section 18.17
e-Signature	Section 18.17
Exclusivity Period	Section 10.7(a)
Execution Date	Preamble
Expert	Section 1.81
Expert Committee	Section 1.81
FTC	Section 1.36
FTC Letter	Section 1.36
H-W Suit Notice	Section 12.4
HSR Act	Section 1.4
IFRS	Section 1.1
Indemnified Party	Section 15.3
Indemnitor	Section 15.3
Initial Development Budget	Section 5.1(b)
Invalidity Claim	Section 12.5(b)
JSC	Section 2.1(a)
JSC Term	Section 2.5

Launch and Marketing Costs	Exhibit B
Lead Molecule	Section 1.78
Manufacturing Costs	Exhibit B
Medical Affairs Costs	Exhibit B
Minimum Transfer Payment	Section 16.3(g)(iii)
Negotiation Period	Section 18.7
Neutral Safety Committee	Section 5.1(d)(iii)
New IST Sponsor	Section 1.82
Non-Acquired Party	Section 18.6(a)
Non-Acting Party	Section 11.8(a)(i)
Operating Profits or Losses	Exhibit B
Opt-In Development Plan	Section 3.1(b)
Other Shared Expense	Exhibit B
Payment Rights	Section 18.7
P/L Sharing Cure Period	Section 3.2(c)
P/L Sharing End Date	Section 3.2(e)
P/L Sharing Expiration Notice	Section 3.2(d)
P/L Sharing Opt-In Right	Section 3.1(a)
P/L End Date	Section 3.2(e)
Party or Parties	Preamble
Patent Enforcement Expenses	Section 12.3(e)(ii)(A)
Patent Prosecution Expenses	Section 12.2(d)(ii)
Pharmacovigilance Agreement	Section 7.4
PII/Samples	Section 16.3(g)(ii)

Post-Approval Commitment Trial	Exhibit B
Product Recall Expenses	Exhibit B
Product Trademarks	Section 8.1(a)(ii)
Profit & Loss Share	Exhibit B
Publishing Notice	Section 13.4(a)
Receiving Party	Section 1.22
Redacted Version	Section 13.3(a)
Regulatory Expenses	Exhibit B
Relative Commercial Value	Section 1.81
Remaining U.S. Recoveries	Section 12.3(f)(ii)
Repare	Preamble
Repare Co-Promotion Termination Notice	Section 4.3(a)
Repare Indemnified Parties	Section 15.1
Repare-Originated Transfer Activities	Section 16.3(g)(iii)
Repare P/L Sharing Termination Notice	Section 3.2(a)
Repare Trial Collaboration Agreement	Section 5.1(d)(i)
Repare Trial Data	Section 5.1(d)(i)
Report	Exhibit B
Roche	Preamble
Roche Co-Promotion Termination Notice	Section 4.3(b)
Roche Development Costs	Exhibit B
Roche Formulation	Section 5.1(d)(iv)
Roche Inc.	Preamble
Roche Indemnified Parties	Section 15.2

Roche Ltd	Preamble
Roche P/L Sharing Termination Notice	Section 3.2(c)
Roche Transfer Activities	Section 16.3(g)(iii)
ROW Administration	Exhibit B
Royalty Term	Section 11.3(b)
Sales Costs	Exhibit B
Shared Development Costs	Exhibit B
Subcommittee	Section 2.1(d)
Tax Action	Section 11.8(a)(i)
Term	Section 16.1
Third Party Contractor	Section 10.4
Third Party Infringement	Section 12.3(a)
Third Party Infringement Action	Section 12.5(a)
Third Party Manufacturer	Exhibit B
Trigger Trial	Section 1.96
U.S. Administration	Exhibit B
U.S. Development Costs	Exhibit B
U.S. Phase IV Costs	Exhibit B
US GAAP	Section 1.1
VAT	Section 11.8(a)(ii)
Worldwide Development Costs	Exhibit B

Article II
Governance

Section 2.1 JSC.

(a) Formation. Within [***] after the Effective Date, the Parties shall establish a Joint Steering Committee ("JSC") to oversee and coordinate the overall conduct of the Collaboration. The JSC shall have decision-making authority with respect to the matters within its purview to the extent expressly and as more specifically provided herein.

(b) Composition. The JSC shall be composed of [***] representatives from each of Roche and Repare; each representative shall be of seniority and experience appropriate for service on the JSC in light of the status of the Collaboration. Each Party may replace any of its representatives on the JSC at any time with prior written notice to the other Party. Each Party shall appoint one of its representatives on the JSC to act as a co-chairperson of the JSC. The responsibility for running each JSC meeting will alternate between the JSC co-chairpersons from meeting-to-meeting, with Roche's co-chairperson running the first meeting of the JSC. The JSC co-chairpersons (or, at the election of the applicable JSC co-chairpersons, the Alliance Managers) shall jointly prepare and circulate agendas to the JSC representatives at least [***] before each JSC meeting and shall direct the preparation of meeting minutes after each JSC meeting, which shall be circulated to all of the JSC members within [***] after such meeting and finalized upon endorsement by all JSC members. No JSC co-chairperson shall have any rights or powers greater than those of any other JSC member. Each Party shall ensure that its JSC members are under obligations of confidentiality and non-use applicable to the Confidential Information of the other Party that are at least as protective as are those set forth in Article XIII.

(c) Meetings. The JSC shall hold an initial meeting within [***] after the Effective Date or as otherwise agreed by the Parties. During the first Calendar Year of the Term, the JSC shall meet at least [***] times, unless the JSC members agree otherwise. Thereafter, except as the JSC members may otherwise agree, the JSC shall meet at least [***] per Calendar Year outside of the P/L Sharing Period, and [***] per Calendar Year during the P/L Sharing Period, unless JSC members otherwise agree. All JSC meetings shall be conducted in person, except [***] meeting (or [***] solely with respect to the first Calendar Year of the Term) may be held by videoconference, unless otherwise determined by the JSC. Unless otherwise agreed by the Parties, all in-person JSC meetings shall be held on an alternating basis between Repare's facilities in Cambridge, Massachusetts (or such future location as Repare's facilities may move to) and Roche's facilities in Basel (or such reasonable future location as Roche may indicate in the future). A reasonable number of other representatives of any Party may attend any JSC meeting as non-voting observers, as long as (i) such additional representatives are under obligations of confidentiality and non-use applicable to the Confidential Information of the other Party that are at least as protective as are those set forth in Article XIII and (ii) reasonably in advance of the applicable JSC meeting, both Parties agree on the list of non-voting observers to attend such meeting. Each Party shall be responsible for all of its own personnel and travel costs and expenses relating to participation in JSC meetings.

(d) Subcommittees. From time to time, the JSC may establish subcommittees to oversee particular projects or activities, as it deems necessary or advisable (each, a "Subcommittee"). Such Subcommittees shall operate under the same principles as are set forth in this Section 2.1 for the JSC, except that each Subcommittee shall consist of such number of members as the JSC determines is appropriate from time to time.

(e) Duties. The JSC shall:

(i) [***]:

(A) manage the strategic direction, and oversee the implementation, of the Development of Molecules and Licensed Products in accordance with this Agreement;

(B) provide a forum for exchanging information and facilitating discussions regarding the Development of Molecules and Licensed Products;

(C) review, discuss, and align on the Parties' New IST strategy;

(D) review the budget for Ongoing Trials and Roche Trials and consolidate them into the initial Development Budget;

(E) review and approve any proposed updates or amendments to the Development Plan and Development Budget;

(F) serve as a forum for the Parties to discuss the transfer of Know-How (including data and information) and material, including under the Development Technology Transfer Plan and Manufacturing Technology Transfer Plan;

(G) approve and align on a publication plan in accordance with the Pharmaceutical Research and Manufacturers of America (PhRMA) Guidelines on the Publication of Clinical Trial results and Section 13.4;

(H) serve as a forum for dispute resolution in accordance with Section 2.2; and

(I) perform such other duties as are specifically assigned to the JSC under this Agreement; and

(ii) [***]:

(A) review the initial U.S. Commercialization Plan and U.S. Commercialization Budget and any proposed updates or amendments to the U.S. Commercialization Plan and U.S. Commercialization Budget;

(B) coordinate and conduct the accounting, reporting, reconciliation, and other related activities relating to the Development Cost Share and Profit &

Loss Share in accordance with the terms and conditions of this Agreement, including in Exhibit B;

(C) address financial, accounting, budgeting, reporting, and other issues that may arise in connection with the Development Cost Share and Profit & Loss Share;

(D) review relevant FTE Costs and Out-of-Pocket Costs and other costs included in the Development Cost Share and Profit & Loss Share;

(E) review and approve changes to reporting procedures relating to the Development Cost Share and Profit & Loss Share;

(F) coordinate or perform the budgeting, consolidation, completion, and review of the Reports and other related financial information statements relating to the Development Cost Share and Profit & Loss Share, in accordance with the terms and conditions of this Agreement, including Exhibit B;

(G) perform and review calculations for the reconciliation of payments, and control and perform such other accounting functions as provided in the terms and conditions of this Agreement, including Exhibit B; and

(H) coordinate audits pursuant to Section 11.7 by Third Party audit firms, and discuss and attempt to resolve discrepancies or issues arising from such audits;

(iii) [***]:

(A) oversee the implementation, of the Commercialization of Licensed Products in and for the Shared Territory in accordance with this Agreement and the Co-Promotion Agreement; and

(B) provide a forum for exchanging information and facilitating discussions regarding the Commercialization of Licensed Products in and for the Shared Territory in accordance with this Agreement and the Co-Promotion Agreement; and

(iv) [***]:

(A) provide a forum solely for exchanging information and facilitating discussions regarding the Development of Molecules and Licensed Products.

Section 2.2Decision Making. During the JSC Term:

(a) Subcommittees; Referral to JSC. All decisions of any Subcommittee shall be made by unanimous vote, with each Party's representatives collectively having one (1) vote, and shall be set forth in minutes approved by both Parties. Upon [***] prior written notice, any Party may convene a special meeting of a Subcommittee for the purpose of resolving any failure to reach agreement on a matter within the scope of the authority and responsibility of such Subcommittee. If a Subcommittee is unable to reach agreement on any matter so referred to it

for resolution by one or both Parties within [***] after the matter is so referred to it, such matter shall be referred to the JSC for resolution.

(b) JSC. All decisions of the JSC shall be made by unanimous vote, with each Party's representatives collectively having one (1) vote, and shall be set forth in minutes approved by both Parties. Upon [***] prior written notice, any Party may convene a special meeting of the JSC for the purpose of resolving any failure to reach agreement on a matter within the scope of the authority and responsibility of the JSC.

(c) Referral to Executive Officers. If there is a Major Misalignment and the JSC is unable to reach agreement on such Major Misalignment within [***] after the matter is so referred to it, such matter shall be referred to the Executive Officers for resolution.

(d) Decision-Making Authority. If the Executive Officers are unable to resolve a Major Misalignment within [***], or if the JSC is unable to agree on any other matter within the scope of the authority and responsibility of the JSC, then, subject to Section 2.2(e) and Section 2.3, (i) Repare shall have the right to decide such unresolved matter to the extent it relates to [***], and (ii) Roche shall have the right to decide any other such unresolved matter, [***].

(e) Limitations on Decision-Making Authority. Notwithstanding anything to the contrary in this Agreement, (i) neither the JSC nor any Subcommittee will have any authority to (A) resolve any dispute involving the breach or alleged breach of this Agreement, (B) amend, modify, or waive the terms of this Agreement or any other agreement between the Parties, or (C) alter, increase, decrease, expand, or waive compliance by a Party with a Party's obligations under this Agreement; (ii) [***]; and (iii) neither Party shall have the right to finally resolve a dispute pursuant to Section 2.2(d):

(A) in a manner that excuses such Party from any of its obligations specifically enumerated under this Agreement;

(B) in a manner that negates any consent rights or other rights specifically allocated to the other Party under this Agreement;

(C) to resolve any dispute involving the breach or alleged breach of this Agreement;

(D) to resolve a matter if the provisions of this Agreement (other than Section 2.2(a) or Section 2.2(b)) specify that unanimous or mutual agreement of the Parties or the JSC, or consent of the other Party (including the other Party's JSC members), is required for such matter;

(E) in a manner that would require the other Party to perform any act that is inconsistent with any Law or would breach any obligation to any Third Party;

(F) to determine whether or not a milestone event has been achieved under this Agreement; or

(G) [***], otherwise expand a Party's rights or reduce or increase a Party's obligations under this Agreement or the Co-Promotion Agreement (including by amending the Development Plan, U.S. Commercialization Plan, or Co-Promotion Agreement to assign to the other Party any Development, Manufacture, or Commercialization activities that such other Party has not agreed to perform or unilaterally determining whether any given cost qualifies as a Worldwide Development Cost or U.S. Commercialization Cost, or should otherwise be shared by the Parties).

Section 2.3 Scope of Governance. Notwithstanding the creation of the JSC, each Party will retain the rights, powers, and discretion granted to it under this Agreement, and the JSC will not be delegated or vested with rights, powers, or discretion unless such delegation or vesting is expressly provided herein, or the Parties expressly so agree in writing. Issues to be formally decided by the JSC in relation to this Agreement are only those specific issues that are expressly provided in this Agreement to be decided by the JSC.

Section 2.4 Alliance Managers. Each Party shall appoint one (1) representative to serve as an alliance manager ("Alliance Manager") responsible for being the primary point of contact between the Parties with respect to the Collaboration. The Alliance Managers shall attend JSC and Subcommittee meetings, as necessary, as non-voting observers. Nothing herein shall prohibit a Party from appointing its Alliance Manager as a member of the JSC or any Subcommittee.

Section 2.5 Expiration of the JSC. The JSC shall be dissolved on the earlier of (a) the later of [***] or (b) [***], subject to the reporting obligations in Section 5.1(g) and Section 8.2 (the period beginning on the Effective Date and ending on such date, the "JSC Term").

Section 2.6 Potential Change of Control. If Repare decides to engage in a process to enter into a transaction with a Third Party that would lead to a Change of Control with regard to Repare, [***].

Article III
P/L Sharing Opt-In and Termination

Section 3.1 P/L Sharing Opt-In.

(a) P/L Sharing Opt-In Right. Repare shall have the right, with regard to Licensed Product(s) containing the Lead Molecule, (the "P/L Sharing Opt-In Right") to elect that (i) the Parties share Worldwide Development Costs and U.S. Development Costs in accordance with the Development Cost Share, (ii) Repare may opt in to participate in the Commercialization of Licensed Products in the U.S. Territory in accordance with Article IV and Article VIII, and (iii) the Parties share in and bear Operating Profits or Losses with respect to such Licensed Products for U.S. Administration in accordance with the Profit & Loss Share outlined in Exhibit B.

(b) Updated Opt-In Development Plan and Opt-In Development Budget; P/L Sharing Opt-In Right Exercise. Roche shall notify Repare [***] no later than [***] prior to such anticipated date. If Repare believes that it may intend to exercise the P/L Sharing Opt-In Right, it shall notify Roche in writing at least [***] prior to such anticipated date [***], and Roche

shall, [***] thereafter, submit to the JSC an updated Development Plan (the "Opt-In Development Plan") and Opt-In Development Budget. The JSC shall meet [***] after receipt of such Opt-In Development Plan and Opt-In Development Budget to consider and discuss Repare's comments on such Opt-In Development Plan and Opt-In Development Budget, if any, in good faith prior to approving the Opt-In Development Plan and Opt-In Development Budget reasonably in advance [***]. Thereafter, Repare may exercise the P/L Sharing Opt-In Right (in Repare's sole discretion) by providing Roche with written notice of such exercise at any time during the P/L Sharing Opt-In Period. If Repare timely exercises the P/L Sharing Opt-In Right, then Roche shall provide Repare with an Updated Opt-In Development Budget at least [***] each Calendar Year during the P/L Sharing Period until [***] for the first Licensed Product containing the Lead Molecule for [***], unless the P/L Sharing Period is terminated prior to such date.

(c) Effect of P/L Sharing Opt-In Right Exercise. Upon any timely exercise by Repare of the P/L Sharing Opt-In Right, the P/L Sharing Period will commence and, for the duration of the P/L Sharing Period, (i) the Parties will share Worldwide Development Costs and U.S. Development Costs in accordance with the Development Cost Share, (ii) Repare will have the right to exercise the Co-Promotion Opt-In Right to participate in the Commercialization of Licensed Products in the U.S. Territory in accordance with Article IV and Article VIII, and (iii) the Parties will share in and bear Operating Profits or Losses in the Shared Territory with respect to Licensed Products containing the Lead Molecule in accordance with the Profit & Loss Share outlined in Exhibit B, and Roche shall continue to pay royalties (A) in the ROW Territory on sales of Licensed Products containing the Lead Molecule and (B) worldwide on sales of Licensed Products that do not contain the Lead Molecule, in each case ((A) and (B)) in accordance with Section 11.3.

Section 3.2 Termination of P/L Sharing Period; Expiration of P/L Sharing Period.

If Repare has timely exercised the P/L Sharing Opt-In Right, then:

(a) Termination for Opt-Out Trigger. If an Opt-Out Trigger occurs at any time during the P/L Sharing Period, then Repare shall have the right, [***] after the date of such Opt-Out Trigger, to elect to terminate the P/L Sharing Period and to (i) opt out of the sharing of Worldwide Development Costs, U.S. Development Costs, and Operating Profits or Losses under this Agreement and (ii) forfeit its Co-Promotion Opt-In Right, by providing written notice to Roche (such notice, a "Repare P/L Sharing Termination Notice"). If an Opt-Out Trigger described in Section 1.87(b) or Section 1.87(c) occurs, and Repare does not provide Roche with a Repare P/L Sharing Termination Notice [***] after the date of such Opt-Out Trigger, then Roche shall continue to provide Repare with an Updated Opt-In Development Budget at least once each Calendar Year during the P/L Sharing Period [***], unless the P/L Sharing Period is terminated prior to such date.

(b) [***].

(c) Termination for Material Breach. Roche shall have the right to terminate the P/L Sharing Period if Repare materially breaches its obligations to share Worldwide Development Costs, U.S. Development Costs, and net losses under Operating Profits or Losses

during the P/L Sharing Period, if Repare has not cured such material breach within [***] after the date of Roche's written notice such breach (the "P/L Sharing Cure Period"), which notice shall describe such breach in reasonable detail. If Repare has a *bona fide* dispute as to whether such breach occurred or has been cured, it will so notify Roche, and the expiration of the P/L Sharing Cure Period shall be tolled until such dispute is resolved pursuant to Section 18.1 or Section 18.2, as applicable. Upon a determination of breach or failure to cure, Repare may have the remainder of the P/L Sharing Cure Period to cure such breach. Unless Repare has cured its material breach prior to the expiration of such P/L Sharing Cure Period, Roche may terminate the P/L Sharing Period pursuant to this Section 3.2(c) within [***] after the end of the P/L Sharing Cure Period, in lieu of exercising any right it may have to terminate this Agreement for such breach pursuant to Section 16.2(b), by giving written notice to Repare (such notice, a "Roche P/L Sharing Termination Notice").

(d) Expiration for Drop in Sales. The P/L Sharing Period shall expire if, after [***], the U.S. Territory Annual Net Sales of all Licensed Products in any given Calendar Year fall below [***] of the U.S. Territory Annual Net Sales of all Licensed Products in any of the previous Calendar Years. If such sales drop has occurred during a given Calendar Year, Roche shall so notify Repare during the first Calendar Quarter of the following Calendar Year (such notice, a "P/L Sharing Expiration Notice").

(e) P/L Sharing End Date. The P/L Sharing Period shall end [***] (the applicable such date, the "P/L Sharing End Date").

(f) Effects of Repare P/L Sharing Termination Notice; Roche P/L Sharing Termination Notice; P/L Sharing Expiration Notice.

(i) The Co-Promotion Opt-in Period will end on the date on which (A) a Repare P/L Sharing Termination Notice is given by Repare; (B) a Roche P/L Sharing Termination Notice is given by Roche; or (C) a P/L Sharing Expiration Notice is given by Roche.

(ii) Within [***] after (A) Repare provides Roche with a Repare P/L Sharing Termination Notice, (B) Roche provides Repare with a Roche P/L Sharing Termination Notice, or (C) a P/L Sharing Expiration Notice is given by Roche, Repare shall provide to Roche a reasonably detailed summary of Development activities performed by Repare under the Collaboration, including any Clinical Trials committed but not yet Completed as of such date.

(g) Effects of P/L Sharing End Date. Effective as of the P/L Sharing End Date:

(i) the P/L Sharing Period shall irreversibly terminate;

(ii) Roche shall be solely responsible for all Worldwide Development Costs and U.S. Development Costs and shall solely receive and bear all Operating Profits or Losses incurred after the P/L Sharing End Date, except as provided in this Section 3.2(g);

(iii) Repare shall cease to incur any further Worldwide Development Costs, U.S. Development Costs, or Operating Profits or Losses, except as approved by Roche;

(iv) the Co-Promotion Period shall terminate, and Section 4.3 shall apply with regard to the effects of such termination of the Co-Promotion Period;

(v) within [***] after the P/L Sharing End Date, Repare shall provide to Roche a reasonably detailed accounting of all Worldwide Development Costs, U.S. Development Costs, and Operating Profits or Losses incurred by Repare under the Collaboration prior to the P/L Sharing End Date for the purpose of calculating a final reconciliation of shared costs through the P/L Sharing End Date in accordance with Exhibit B;

(vi) within [***] after the P/L Sharing End Date, Repare shall provide to Roche an update to the summary provided pursuant to Section 3.2(f)(ii);

(vii) from and after the P/L Sharing End Date, Roche shall pay Repare milestone payments in accordance with Section 11.2(a)(ii), [***];

(viii) from and after the P/L Sharing End Date, Roche shall pay Repare milestones in accordance with Section 11.2(b)(i), [***]; and

(ix) from and after the P/L Sharing End Date, Roche shall pay Repare royalties on U.S. Territory Annual Net Sales of all Licensed Products containing the Lead Molecule in accordance with Section 11.3(a)(ii), and, in order to compensate Repare for the interim costs borne by Repare during the P/L Sharing Period, effective as of the P/L Sharing End Date, each of the royalty rates set forth in Section 11.3(a)(ii) shall be [***] during the Royalty Term until Roche has repaid (A) if the P/L Sharing End Date resulted from a Repare P/L Sharing Termination Notice, [***], or (B) if the P/L Sharing End Date resulted from a Roche P/L Sharing Termination Notice based on an uncured material breach of Repare's obligations to share Worldwide Development Costs, U.S. Development Costs, and net losses under Operating Profits or Losses during the P/L Sharing Period, [***], of Repare's share of the Worldwide Development Costs, U.S. Development Costs, and net losses (solely to the extent the aggregate amount of Operating Profits or Losses during the P/L Sharing Period until the P/L Sharing End Date is a net loss) under Operating Profits or Losses, [***].

Article IV
Co-Promotion Opt-In and Termination

This Article IV shall only apply if Repare has (a) timely exercised its P/L Sharing Opt-In Right and (b) the P/L Sharing Period has not been terminated or expired.

Section 4.1 Co-Promotion Opt-In.

(a) Co-Promotion Opt-In Right. Repare shall have the right to elect that Repare participate in the Commercialization of Licensed Products containing the Lead Molecule in the Shared Territory in accordance with Article VIII and the Co-Promotion Agreement (the "Co-Promotion Opt-In Right").

(b) Negotiation of Co-Promotion Agreement; Updated Commercialization Plan and Commercialization Budget. Upon [***], the Parties shall initiate the good faith negotiation of a co-promotion agreement outlining the Parties' respective Commercialization activities with respect to Licensed Products containing the Lead Molecule in the Shared Territory and reflecting the co-promotion principles outlined in Exhibit D (the "Co-Promotion Agreement"). Such negotiations shall be completed within [***]. Upon [***], Roche shall submit to the JSC an updated (or, if such [***] for any Licensed Product containing the Lead Molecule, an initial) U.S. Commercialization Plan and U.S. Commercialization Budget. The JSC shall meet to consider and discuss Repare's comments on such U.S. Commercialization Plan and U.S. Commercialization Budget, if any, in good faith prior to approving such U.S. Commercialization Plan and U.S. Commercialization Budget.

(c) Exercise of Co-Promotion Opt-In Right. Repare may exercise the Co-Promotion Opt-In Right (in Repare's sole discretion) by providing Roche with written notice of such exercise at any time during the Co-Promotion Opt-In Period.

(d) Effect of Co-Promotion Opt-In Exercise. If Repare has timely exercised the Co-Promotion Opt-In Right, the Co-Promotion Period will commence and, for the duration of the Co-Promotion Period, Repare will participate in the Commercialization of Licensed Products containing the Lead Molecule in the Shared Territory in accordance with the Co-Promotion Agreement.

Section 4.2[***].

Section 4.3 Termination of Co-Promotion Period; Expiration of Co-Promotion Period.

If Repare has timely exercised the Co-Promotion Opt-In Right, then:

(a) Termination for Convenience. At any time during the Co-Promotion Period, Repare shall have the right to terminate the Co-Promotion Period and the Co-Promotion Agreement by giving written notice to Roche (such notice, a "Repare Co-Promotion Termination Notice").

(b) [***].

(c) Termination for Material Breach. Roche shall have the right to terminate the Co-Promotion Period if Repare materially breaches its obligations under the Co-Promotion Agreement, including a material failure to recruit and have trained its field force prior to commercial launch of a Licensed Product containing a Lead Molecule for [***] in the Shared Territory in accordance with the requirements of the Co-Promotion Agreement, if Repare has not cured such material breach within [***] after the date of Roche's written notice such breach (the "Co-Promotion Cure Period"), which notice shall describe such breach in reasonable detail. If Repare has a *bona fide* dispute as to whether such breach occurred or has been cured, it will so notify Roche, and the expiration of the Co-Promotion Cure Period shall be tolled until such dispute is resolved pursuant to Section 18.1 or Section 18.2, as applicable. Upon a determination of breach or failure to cure, Repare may have the remainder of the Co-Promotion Cure Period to cure such breach. Unless Repare has cured its material breach prior to the expiration of such

Co-Promotion Cure Period, Roche may terminate the Co-Promotion Period pursuant to this Section 4.3(c) within [***] after the end of the Co-Promotion Sharing Cure Period, in lieu of exercising any right it may have to terminate this Agreement for such breach pursuant to Section 16.2(b), by providing a Roche Co-Promotion Termination Notice to Repare.

(d) Expiration Notice for Lack of Sales; End of P/L Sharing Period. The Co-Promotion Period shall irreversibly expire at the earliest of (i) [***], (ii) [***], (iii) the P/L Sharing End Date (if any), or (iv) the expiration or termination of this Agreement. Roche shall notify Repare [***] in which (i) or (ii) occurred (the "Co-Promotion Expiration Notice").

(e) Co-Promotion End Date. The Co-Promotion Period shall end effective (i) [***] after Roche's receipt of a Repare Co-Promotion Termination Notice or Repare's receipt of a Roche Co-Promotion Termination Notice, (ii) [***] if Roche provides Repare with a Co-Promotion Expiration Notice in accordance with Section 4.3(d), (iii) the P/L Sharing End Date, or (iv) the expiration or termination of this Agreement (the applicable such date, the "Co-Promotion End Date").

(f) Effects of Co-Promotion Termination Notice and Co-Promotion Expiration Notice:

(i) Within [***] after Repare provides Roche with a Repare Co-Promotion Termination Notice or Roche provides Repare with a Roche Co-Promotion Termination Notice, or Roche provides Repare with a Co-Promotion Expiration Notice, Repare shall provide to Roche a reasonably detailed summary of Commercialization activities performed by Repare under the Collaboration.

(ii) After Repare provides Roche with a Repare Co-Promotion Termination Notice or Roche provides Repare with a Roche Co-Promotion Termination Notice, or Roche provides Repare with a Co-Promotion Expiration Notice, Repare shall undertake, and coordinate with Roche with respect to, any wind-down or transitional activities reasonably necessary to transfer to Roche all Commercialization responsibility for the Licensed Products throughout the Shared Territory, at Repare's sole expense, and Repare shall use Commercially Reasonable Efforts to complete such activities before the Co-Promotion End Date; except that the Parties shall reasonably cooperate in seeking to minimize the costs of such wind-down or transitional activities.

(g) Effects of Co-Promotion End Date. Effective as of the Co-Promotion End Date:

(i) the Co-Promotion Period shall irreversibly terminate;

(ii) neither Party shall have any further obligations under the U.S. Commercialization Plan or the Co-Promotion Agreement, but Roche shall remain subject to its diligence obligations under Section 9.2(b);

(iii) Roche shall be solely responsible for Commercialization activities in the Territory;

(iv) Repare shall cease to conduct any further Commercialization activities (including marketing activities) with respect to any Licensed Product and cease to have any obligations to use Commercially Reasonable Efforts to Commercialize any Licensed Product;

(v) within [***] after the Co-Promotion End Date, Repare shall provide to Roche an update to the summary provided pursuant to Section 4.3(f)(ii) above.

Article V
Development

Section 5.1 Development of Licensed Products.

(a) Development Plan.

(i) Except for Ongoing ISTs, New ISTs, and Repare Trials, which shall not be included in the Development Plan, Development of Licensed Products shall be governed by the Development Plan, which shall set forth Development activities to be undertaken with respect to the Licensed Products and in the Territory, along with anticipated timelines for such activities, and which, during the P/L Sharing Period, shall include an annual budget of Worldwide Development Costs and U.S. Development Costs pursuant to Section 5.1(b), as well as a non-binding good faith estimate budget of such costs for [***] years ("Development Budget"). After the earlier of (A) expiration of the JSC Term, or (B) expiration of the P/L Sharing Opt-In Period, if Repare has not timely exercised its P/L Sharing Opt-In Right, subject to Section 9.2, Roche shall be solely responsible for the Development Plan and all decisions associated with it.

(ii) The Development Plan is attached to this Agreement as Exhibit A.

(iii) During the JSC Term (but not after the expiry of the P/L Sharing Opt-In Period if Repare has not timely exercised its P/L Sharing Opt-In Right), the JSC will update the Development Plan at least [***] in each Calendar Year prior [***] in any country. In addition, either Party may reasonably request at any time that the JSC consider and approve other updates to the Development Plan.

(iv) Except as otherwise unanimously agreed by the Parties, (A) except as set forth in Article VII with respect to regulatory matters, Repare shall be responsible for the Ongoing Trials, Ongoing ISTs, and Repare Trials and (B) Roche shall be responsible for conducting all Development activities for the Licensed Products other than Ongoing Trials, Repare Trials, and Ongoing ISTs.

(v) Repare shall coordinate and cooperate with Roche to provide updates and transfer the data and information related to Ongoing Trials and Ongoing ISTs in a timely manner, in each case as set forth in the Development Technology Transfer Plan. Repare shall have the right to control all patient management decisions and study conduct with respect to each Ongoing Trial and each Ongoing IST.

(vi) A safety management plan shall be agreed between Roche, Repare, and CROs working on behalf of Repare with respect to Ongoing Trials to clearly outline roles and responsibilities regarding safety on the studies prior to the IND Transfer Date. From and after the IND Transfer Date:

(A) Roche shall be responsible for managing safety reporting with respect to Molecules and Licensed Products to Regulatory Authorities (except with respect to Ongoing Trials in Canada, the United Kingdom, and Denmark), and for Regulatory Interactions, in each case in accordance with Article VII and the Pharmacovigilance Agreement;

(B) Repare shall continue to be responsible for operationalization of the Ongoing Trials until Completion of such Ongoing Trials, and for the support of Ongoing ISTs until Repare notifies Roche that such Ongoing ISTs have been completed and all serious adverse event data arising from such Ongoing ISTs (if any) has been transferred to Roche in accordance with the Pharmacovigilance Agreement, and for the transfer of Clinical Trial data and final reports from such Clinical Trials to Roche, and will collaborate with Roche to ensure regulatory obligations with respect to such Clinical Trials are fulfilled;

(C) Repare shall continue to own the Clinical Trial Applications, if applicable, for Ongoing Trials;

(D) Repare shall not materially amend its contracts with CROs, vendors, and other Third Party Clinical Trial service providers with respect to Ongoing Trials, without consulting Roche;

(A) Repare shall transfer the safety databases for all Ongoing Trials to Roche, which transfer shall be completed in accordance with the Development Technology Transfer Plan;

(B) Repare and Roche shall exchange individual case safety reports and all required data, in each case with respect to Molecules and Licensed Products, as outlined in Schedule 5.1(a)(vi)(F) to assess benefit-risk and prepare periodic reports as per the Pharmacovigilance Agreement;

(C) Repare shall ensure that Roche is provided with all regulatory documents pertaining to Ongoing Studies and Ongoing ISTs for submission to FDA;

(D) Repare will collaborate and consult with Roche [***], for the ATTACC expansion cohorts [***];

(E) Roche will receive clinical data from Repare as defined in the Development Technology Transfer Plan to support regulatory documentation writing and Regulatory Interactions with respect to Licensed Products;

(F) Roche will be accountable for safety of Licensed Products and will be the final decision maker for safety related matters as global safety database holder, in each case in accordance with the Pharmacovigilance Agreement. For avoidance of doubt, Roche may

discuss with Repare if any study specific Dear Investigator Letter (DIL) is needed with respect to any Clinical Trial of any Licensed Product and Roche would be the final decision maker on whether such a DIL is required per Roche process. Roche will submit DILs to the FDA and would share DIL and communication plans with Repare for submission to applicable Regulatory Authorities and distribution to investigators.

(b) Development Budget. By [***], Roche shall provide Repare with an initial development budget ("Initial Development Budget") setting forth a non-binding good faith estimate of the Worldwide Development Costs and U.S. Development Costs for the Development of Licensed Products, including an estimate specifically covering the period up to [***]. Until the earlier of (i) expiration of the JSC Term, or (ii) expiration of the P/L Sharing Opt-In Period, if Repare has not timely exercised its P/L Sharing Opt-In Right, (A) the JSC will update the Development Budget each Calendar Year at a meeting of the JSC sufficiently in advance of the next Calendar Year so as to provide the Parties with an opportunity to budget accordingly, but in any event no later than [***] of each Calendar Year during the Term and (B) in addition, either Party may request at any time that the JSC consider and approve other material updates to the Development Budget. Thereafter, subject to Section 9.2, Roche shall be solely responsible for the Development Budget and all decisions associated with it.

(c) New ISTs. If either Party desires that a New IST be conducted, then, except as otherwise agreed by the Parties, such New IST must be in line with the JSC-approved New IST strategy. Except as otherwise unanimously agreed by the JSC, Roche will be the New IST Contracting Party for each New IST. Engagement of each New IST Sponsor to conduct any New IST is subject to the following (except as otherwise mutually agreed by the Parties):

(i) The New IST Contracting Party shall obligate the New IST Sponsor to agree in writing to assign to such New IST Contracting Party ownership of, or grant to such New IST Contracting Party an exclusive, royalty-free, fully-paid, worldwide, perpetual, and irrevocable license (with the right to grant sublicenses through multiple tiers) to, any Know-How and related intellectual property rights (including Patents) arising under its agreement with such New IST Sponsor to the extent related to the Development, Manufacture, or Commercialization of any Molecule or Licensed Product, and such New IST Contracting Party shall structure such assignment or exclusive license so as to enable such New IST Contracting Party to license or sublicense such New IST Sponsor Know-How and other intellectual property rights to the other Party pursuant to the applicable provisions of this Agreement (including permitting such other Party to grant further sublicenses);

(ii) During the P/L Sharing Period, Roche shall notify Repare of the execution of any such agreement with any New IST Sponsor and, if requested, shall provide Repare with a copy of such agreement; and

(iii) The New IST Contracting Party shall require each New IST Sponsor to whom the New IST Contracting Party discloses any of the other Party's Confidential Information to enter into a written agreement obligating such New IST Sponsor to be bound by obligations of confidentiality and restrictions on use of such Confidential Information that are no less restrictive than are the obligations set forth in Article XIII, including requiring such New IST Sponsor to

agree in writing not to issue any Publications except in compliance with the terms of this Agreement (except that Publications by academic collaborators shall be permitted if the academic collaborator (A) provides an advance copy of the proposed Publication under the time periods as described in Section 13.4(a), which may be shared with the other Party, (B) agrees to delay such Publication sufficiently long enough to permit the timely preparation and filing of a patent application, and (C) upon the request of the other Party, removes from such Publication any Confidential Information of such other Party).

(d) Repare Trials.

(i) Within [***] after the Effective Date, the Parties shall negotiate in good faith and enter into an agreement governing the Parties' rights and obligations with respect to Repare Trials, [***] (such data, "Repare Trial Data," and such agreement, the "Repare Trial Collaboration Agreement"). To the extent there is any conflict between the terms of any executed Repare Trial Collaboration Agreement and the terms of this Agreement, the Repare Trial Collaboration Agreement shall control with respect to the rights and obligations of the Parties with respect to Repare Trials. However, no failure by the Parties to enter into a Repare Trial Collaboration Agreement will limit Repare's right to conduct Repare Trials in accordance with the terms of this Agreement.

(ii) The design of the first Repare Trial is attached to this Agreement in Schedule 5.1(d)(ii). Following the completion of the first Repare Trial, Repare shall provide Roche with [***]. If Repare desires to conduct any other Repare Trial, then Repare shall present such proposed new Repare Trial to Roche, including a synopsis of the proposed Repare Trial, the proposed enrollment criteria, the requirements for the Lead Molecule and the Licensed Product containing the Lead Molecule, the number of patients to be included, the endpoints to be measured, and the statistical design and powering, as well as a proposed timeline, and shall discuss such proposal with Roche in good faith. Except as set forth in Section 5.1(d)(iii), if the Parties are unable to agree on whether Repare may conduct a given Repare Trial, or the design of a given Repare Trial, then Repare shall have the final say on the conduct and design of such Repare Trial.

(iii) If Roche does not wish Repare to conduct a given Repare Trial because Roche has a reasonable, good faith concern that such Repare Trial raises safety concerns which may impact the Lead Molecule or the Licensed Product containing the Lead Molecule negatively in terms of safety or labelling, then, at Repare's request, the Parties agree to raise the matter to the JSC. If the JSC is unable to reach agreement on such safety concern within [***] after the matter is so referred to it, such matter shall be referred to the Executive Officers for resolution pursuant to Section 2.2(c). If the Executives are unable to resolve the issue [***], the Parties shall submit such matter to [***]. Within [***] following any such request for [***], each of Repare and Roche shall [***].

(iv) Roche shall supply Repare, at Repare's request, with the Lead Molecule and the Licensed Product containing the Lead Molecule in quantities reasonably required for the Repare Trials and Repare shall reimburse Roche for such supply at Roche's Manufacturing Cost. Except as otherwise agreed by the Parties, Roche will supply the amounts requested in the formulation being actively Developed and Manufactured by or on behalf of Roche ("Roche

Formulation"). If Repare requests Licensed Products in a formulation not being actively Developed and Manufactured by or on behalf of Roche, Roche shall supply Repare with non-formulated Lead Molecule.

(v) Notwithstanding anything to the contrary in this Agreement, [***].

(e) Other [***]. If Repare desires to conduct any Clinical Trial [***] Repare may propose such Clinical Trial to Roche, and the Parties shall, in good faith, (i) discuss the design of such Clinical Trial and Roche, at its sole discretion, may decide whether or not to supply Molecules and Licensed Products for such Clinical Trials, and (ii) negotiate a collaboration agreement governing the conduct of such Clinical Trial.

(f) General Development Principles. It is the intent of the Parties that, except with respect to Repare Trials, Development of the Licensed Products will be conducted in accordance with the following principles, except as otherwise mutually agreed by the Parties. The JSC or Executive Officers, as applicable, shall take into account and implement the following principles in their decision-making:

(i) Regardless of the specific division of responsibility between the Parties for particular activities at any particular time, the JSC or, at the JSC's election, the Alliance Managers shall serve as the primary conduit for sharing information, knowledge, and expertise relating to the Development of the Licensed Products and Molecules.

(ii) Clinical Development of the Licensed Products shall be performed according to a single, integrated global program.

(g) Coordination and Updates. During the JSC Term, at each meeting of the JSC, each Party shall provide the other Party with a written summary ([***]) updating such other Party on the status of its Development of Molecules and Licensed Products, including summaries of data associated with such activities. Following the dissolution of the JSC during the P/L Sharing Period pursuant to Section 2.5(b), Roche shall provide an annual written summary ([***]) updating Repare on (i) the status of its Development of Molecules and Licensed Products (for the avoidance of doubt, including any New ISTs), including summaries of data associated with such activities, and (ii) the reasonable summary plan and budget for its Development of Molecules and Licensed Products in the following Calendar Year. Such summaries may be discussed by telephone or videoconference, as reasonably requested by Repare. Repare may reasonably request additional information regarding any information provided by Roche under this Section 5.1(g).

(h) Costs. Except with respect to Worldwide Development Costs and U.S. Development Costs during the P/L Sharing Period (which shall be shared as set forth in Exhibit B), (i) except as may be set forth in any executed Repare Trial Collaboration Agreement, Repare shall be responsible for all costs and expenses incurred by Repare in conducting any Ongoing Trial, Ongoing IST, or Repare Trial and (ii) except with respect to Ongoing Trials, Ongoing ISTs, and Repare Trials, Roche shall be responsible for all costs and expenses incurred by either Party in conducting any Development of any Molecule or Licensed Product, and shall reimburse Repare for all FTE Costs and Out-of-Pocket Costs incurred by Repare in conducting any

Development activities assigned to Repare in the Development Plan, in each case within [***] after receipt of any invoice therefor.

Section 5.2 Records; Technology Transfer.

(a) Maintenance of Records. Each Party shall maintain in all material respects, and shall require its Affiliates, Licensee Partners, and Third Party Contractors to maintain in all material respects, complete and accurate records of all Development work conducted in furtherance of the Collaboration and all material results, data, and developments made in conducting such activities. Such records shall be complete and accurate and shall fully and properly reflect all such work done and results achieved in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes. Each Party shall require the applicable study sites to maintain original source documents from Clinical Trials of the Licensed Products for at least [***] (or such longer period as is commercially reasonable under the circumstances, taking into account maintenance requirements under applicable Law) following completion of the Development activities undertaken by such Party or any of its Affiliates, Licensee Partners, or Third Party Contractors.

(b) Access. Each Party, upon reasonable written request of the other Party (which the Parties agree generally will not occur more than [***] per Calendar Year) and at the other Party's expense, shall provide the other Party access to the records maintained in accordance with Section 5.2(a) for the other Party to perform any of its obligations or exercise any of its rights under this Agreement; except that nothing in this Section 5.2(b) shall require Repare to provide, or permit Roche to obtain, access to any Repare Trial Data.

(c) Development Technology Transfer. Following the Effective Date, each Party shall use Commercially Reasonable Efforts to perform the obligations assigned to such Party in the Development Technology Transfer Plan, including the transfer of the specified Repare Know-How (for the avoidance of doubt, including clinical data included in the definition of Repare Know-How), material, the Existing IND, and Regulatory Documentation for each Molecule and Licensed Product by Repare to Roche, in accordance with the applicable timelines and method and format requirements set forth in such plan. In addition, at Roche's reasonable request, following such transfer, Repare shall provide reasonable assistance, including making its personnel reasonably available for meetings or teleconferences to answer questions and provide technical support to Roche, at no additional cost to Roche, with respect to such transferred Know-How. It is understood and agreed that there may be additional Repare Know-How (for the avoidance of doubt, including clinical data included in the definition of Repare Know-How) and materials that are not identified in the Development Transfer Plan but are identified after the Effective Date, or are not existing on the Effective Data but are generated by Repare after the Effective Date. Repare shall transfer such additional Repare Know-How (for the avoidance of doubt, including clinical data included in the definition of Repare Know-How) and material to Roche upon Roche's reasonable request and at Roche's expense.

(d) Data Privacy. The Parties will enter into any necessary agreement(s) under applicable data privacy laws (such as a data transfer agreement) when required by applicable

Law. The terms of each such agreement will be agreed upon by the Parties when the requirement to enter into such agreement has been confirmed by the Parties.

Article VI
Manufacture and Supply

Section 6.1 Manufacturing Responsibility. Following the transfer of Manufacturing Technology to Roche in accordance with Section 6.3, Roche shall be responsible for Manufacturing, or having Manufactured by its designee, all supply of Molecules and Licensed Products, including drug product manufacturing and processing, filling, packaging, labeling, shipping and storage of Molecules and Licensed Products for all Clinical Trials (except Ongoing Trials and Ongoing ISTs) and for Commercialization of Licensed Products.

Section 6.2 Manufacturing Costs. Except with respect to applicable Manufacturing Costs that will be shared as set forth in Exhibit B during the P/L Sharing Period, Roche shall be solely responsible for all costs and expenses incurred by Roche in Manufacturing Licensed Products, except as may be otherwise provided in any executed Repare Trial Collaboration Agreement for Repare Trials.

Section 6.3 Transfer of Manufacturing Technology. Repare shall, at its own cost, transfer, or have transferred, to Roche or its designee the Manufacturing Technology specified in the Manufacturing Technology Transfer Plan in accordance with the terms of such plan, and shall use Commercially Reasonable Efforts to complete the other activities assigned to it in such plan within the timelines set forth therein.

Article VII
Regulatory Matters

Section 7.1 Responsibility. Starting from the IND Transfer Date, Roche shall be the sole decision maker for all regulatory matters associated with Licensed Products (except with respect to Repare Trials), including decisions on the Licensed Product labels and investigator brochures. Roche will be the Market Authorization Holder of Licensed Products in the Territory. Roche shall be the owner of the global safety database, and therefore Territory-wide the sole decision maker for safety-related matters.

Section 7.2 Transfer of Existing IND and Other Regulatory Documentation. Repare shall, pursuant to the Development Technology Transfer Plan, assign to Roche ownership of the Existing IND, and transfer to Roche copies of existing Regulatory Documentation, for each Molecule and Licensed Product in the Territory relating to any Ongoing Trial. In accordance with, and as specified in, the Development Technology Transfer Plan, Repare shall (a) duly execute and send to the FDA (with confirmed receipt) a letter transferring ownership of the Existing IND for Licensed Products in Repare's Control, and deliver to Roche copies thereof and (b) execute or agree upon any necessary agreements, or amend any existing agreements, as necessary as part of such transfer.

Section 7.3 Regulatory Interactions.

(a) Responsibility. Until the IND Transfer Date, Repare shall, in close collaboration with Roche, lead all Regulatory Interactions with respect to Licensed Products. From and after the IND Transfer Date, except as otherwise agreed by the Parties in advance in writing, (i) Roche will (A) lead all Regulatory Interactions with respect to each New IST and Roche Trial, (B) in close collaboration with Repare, lead Regulatory Interactions with respect to Ongoing Trials and Ongoing ISTs, and (C) except as set forth in clause (ii) below, otherwise be responsible for all regulatory and reimbursement activities and obligations with respect to each Molecule and Licensed Product throughout the Territory, and (ii) Repare will, in close collaboration with Roche, lead all Regulatory Interactions with respect to each Repare Trial.

(b) Assistance. Upon either Party's reasonable request, the other Party shall use reasonable efforts to assist such Party with the Regulatory Interactions described in Section 7.3(a), including providing reasonable requested information and review feedback as per the requesting Party's reasonable request to meet Governmental Authorities' requests and deadlines. All reasonable FTE Costs and Out-of-Pocket Costs incurred by a Party in providing such assistance, to the extent in accordance with a budget agreed to by the Parties in advance in writing, shall (i) be included as U.S. Development Costs to the extent such Regulatory Interactions are with the FDA during the P/L Sharing Period or (ii) to the extent not described in clause (i), be reimbursed by the requesting Party within [***] after receipt of any invoice therefor.

(c) Review of Regulatory Documentation; Meetings. Repare shall use Commercially Reasonable Efforts to support Roche, as reasonably requested by Roche and at Roche's expense, in the preparation, submission, and prosecution of regulatory submissions to, and in responding to queries from, Governmental Authorities with respect to Molecules and Licensed Products. With respect to the Ongoing Trials, Repare shall work closely with Roche in connection with Regulatory Interactions and preparation of material Regulatory Documentation with respect to such Ongoing Trials. Without limiting the foregoing, Repare shall provide to Roche copies of all material drafts and final Regulatory Documentation concerning any Licensed Product in Ongoing Trials and shall reasonably consider any of Roche's comments with respect thereto. Repare shall respond within a reasonable timeframe to all reasonable inquiries by Roche with respect to any information provided pursuant to this Section 7.3(c) (and sufficiently promptly for Roche to provide meaningful input with respect to responses to Regulatory Authorities).

Section 7.4 Pharmacovigilance. Prior to the IND Transfer Date, (a) the Parties shall enter into a pharmacovigilance agreement to enable monitoring of the safety of applicable products and to meet reporting requirements with any applicable Regulatory Authority ("Pharmacovigilance Agreement"), and (b) the Parties shall work together to transfer to Roche, in accordance with the Development Technology Transfer Plan and Pharmacovigilance Agreement, all safety databases related to the Ongoing Trials. With regard to all Clinical Trials under this Agreement, the Pharmacovigilance Agreement will outline how the Parties will collaborate by providing the required data to assess benefit-risk and in order to prepare aggregate reports in a timely manner. Until such Pharmacovigilance Agreement has been successfully executed and such safety database

has been successfully transferred, Repare shall notify Roche of any serious adverse event with respect to any Licensed Product within [***] of Repare becoming aware of such serious adverse event and shall otherwise promptly notify Roche of any and all adverse events or other safety observations with respect to any Licensed Product.

Section 7.5 Recalls, Market Withdrawals or Corrective Actions.

(a) In the event that any Regulatory Authority issues or requests a recall, market withdrawal, or similar action in connection with a Licensed Product in any portion of the Territory, or in the event Roche determines that an event, incident, or circumstance has occurred that may result in the need for a recall, market withdrawal, or similar action in any country in the Territory, Roche shall, within [***] after such notice or determination, advise Repare thereof. Roche shall inform Repare within [***] about Roche's decision whether to conduct a recall, market withdrawal, or similar action in such country or portion of the Territory and the manner in which any such recall, market withdrawal, or similar action will be conducted. Each Party shall make available to the other Party, upon request, all of such Party's (and its Affiliates') pertinent records that such other Party may reasonably request to assist such other Party in effecting any recall, market withdrawal, or similar action.

(b) All costs and expenses relating to a recall, market withdrawal, or similar action with respect to any Licensed Product in the Territory shall be:

(i) outside of the P/L Sharing Period, borne solely by Roche; and

(ii) during the P/L Sharing Period, (i) taken into account in determining the Development Cost Share if incurred with respect to a Licensed Product distributed for any Clinical Trial conducted to obtain Regulatory Approval for U.S. Administration or for both U.S. Administration and ROW Administration during the P/L Sharing Period, (ii) taken into account in determining the Profit & Loss Share if incurred with respect to a Licensed Product distributed for Commercialization in the U.S. Territory during the P/L Sharing Period, or (iii) borne solely by Roche if incurred in a country in the ROW Territory with respect to a Licensed Product that is either (1) distributed for a Clinical Trial conducted to obtain Regulatory Approval solely for ROW Administration or (2) distributed for Commercialization in such country in the ROW Territory (in each case, as, and to the extent, provided in Exhibit B).

Article VIII
Commercialization

Section 8.1 Commercialization Responsibilities for Licensed Products.

(a) During the Term:

(i) Roche shall be the Market Authorization Holder for each Licensed Product throughout the Territory.

(ii) Roche shall book all sales of the Licensed Products in the Territory and will have the sole responsibility for the processing of orders, invoicing, terms of sale, and distribution of the Licensed Products throughout the Territory.

(iii) Roche shall, in its sole discretion, select the trademark(s) to be used in connection with the marketing and sale of each Licensed Product in the Territory ("Product Trademark"), but Roche shall not use any Product Trademark that is confusingly similar to any house mark, or composite mark that includes a house mark, owned or licensed by Repare or any of its Affiliates. Roche shall own all Product Trademarks for any Licensed Product in the Territory.

(b) Outside of the Co-Promotion Period:

(i) Roche shall have the sole responsibility for, and right to carry out, Commercialization of each Licensed Product in the Territory, at its sole expense.

(c) During the Co-Promotion Period:

(i) Subject to the terms and conditions of this Agreement, Roche shall have the sole responsibility for, and right to carry out, Commercialization of each Licensed Product in the License Territory, at its sole expense.

(ii) Subject to the terms and conditions of this Agreement and the Co-Promotion Agreement, Roche will have primary responsibility for all Commercialization activities for Licensed Products in and for the Shared Territory. Repare (itself or with or through any of its Affiliates or any Third Party) shall not take any action regarding the Commercialization of any Licensed Product unless such action is (A) assigned to Repare in the Co-Promotion Agreement or (B) otherwise approved by Roche.

(iii) [***].

Section 8.2[***].

Article IX
Diligence

Section 9.1 Compliance with Laws. Each Party shall:

(a) perform its obligations under this Agreement in a scientifically sound and workmanlike manner; and

(b) carry out all work done in the course of the Development, Manufacturing, and Commercialization of Licensed Products in compliance with all applicable Laws governing the conduct of such work.

Section 9.2 Diligence Obligations.

(a) Each Party shall use Commercially Reasonable Efforts to perform all activities assigned to such Party in the Development Plan and, during the Co-Promotion Period, the U.S. Commercialization Plan.

(b) Roche, directly or through one or more of its Affiliates or Licensee Partners, shall use Commercially Reasonable Efforts to Develop, seek Regulatory Approval for, and Commercialize [***].

Section 9.3 No Representation. Subject to the foregoing obligations to use Commercially Reasonable Efforts, neither Party makes any representation, warranty, or guarantee that the Collaboration will be successful, or that any other particular results will be achieved with respect to the Collaboration or any Licensed Product.

Article X
Grant of Rights; Exclusivity

Section 10.1 License Grants.

(a) Licenses Granted to Roche.

(i) Subject to the terms and conditions of this Agreement, Repare hereby grants to Roche an exclusive (even as to Repare and its Affiliates, subject to Repare's retained right to, itself or with or through any of its Affiliates or any Third Party Contractor, perform its obligations and exercise its rights under this Agreement, including (i) performing or having performed any Ongoing Trial, Ongoing IST, New IST assigned to Repare, or Repare Trial and (ii) performing any activities assigned to Repare under the Development Plan or U.S. Commercialization Plan), perpetual and irrevocable (except in the event of a termination of this Agreement, in whole or in part, in accordance with Section 16.2) right and license in the Field in the Territory, with the right to grant sublicenses as set forth in Section 10.2, under Repare's rights in Repare Intellectual Property to (A) Develop and Manufacture Molecules, Licensed Products, and Companion Diagnostics that are specific to Licensed Products, (B) Commercialize Licensed Products, and Companion Diagnostics that are specific to Licensed Products, for ROW Administration, and (C) Commercialize Licensed Products, and Companion Diagnostics that are specific to Licensed Products, for U.S. Administration, in each case ((A)-(C)) in accordance with the terms of this Agreement.

(ii) Subject to the terms and conditions of this Agreement, Repare hereby grants to Roche a non-exclusive right and license in the Field in the Territory, with the right to grant sublicenses as set forth in Section 10.2, under Repare's rights in Repare Intellectual Property to (A) Develop and Manufacture Companion Diagnostics that are not specific to Licensed Products, (B) Commercialize Companion Diagnostics that are not specific to Licensed Products for ROW Administration, and (C) Commercialize Companion Diagnostics that are not specific to Licensed Products for U.S. Administration, in each case ((A)-(C)) in accordance with the terms of this Agreement.

(b) License Granted to Repare. Subject to the terms and conditions of this Agreement, Roche hereby grants to Repare a non-exclusive right and license in the Field in the Territory, with the right to grant sublicenses as set forth in Section 10.2, under Roche's rights in Roche Intellectual Property to perform Repare's obligations and exercise Repare's rights under this Agreement, including (i) performing or having performed any Ongoing Trial, Ongoing IST, New IST assigned to Repare, or Repare Trial and (ii) performing any activities assigned to Repare under the Development Plan or U.S. Commercialization Plan.

Section 10.2 Sublicense Rights. Subject to Section 10.3, the Parties have the following sublicensing rights:

(a) Roche.

(i) Roche shall have the right to grant sublicenses within the scope of the licenses granted to Roche under Section 10.1(a)(i)(A), Section 10.1(a)(i)(B), Section 10.1(a)(ii)(A), and Section 10.1(a)(ii)(B) to any of its Affiliates or any Third Party.

(ii) Prior to and during the P/L Sharing Period, Roche shall only have the right to grant sublicenses within the scope of the licenses under Section 10.1(a)(i)(C) and Section 10.1(a)(ii)(C) to any of Roche's Affiliates and, with Repare's prior written consent, to Third Parties.

(iii) If Repare fails to timely exercise the P/L Sharing Opt-In Right (or notifies Roche of its intent not to exercise the P/L Sharing Opt-In Right) or if the P/L Sharing Period expires or is terminated by Roche or Repare, then, from and after the end of the P/L Sharing Opt-In Period or the P/L Sharing End Date (as applicable), Roche shall have the right to grant sublicenses within the scope of the licenses granted to Roche under Section 10.1(a)(i)(C) and Section 10.1(a)(ii)(C) to any of its Affiliates or any Third Party.

(b) Repare. Repare shall have the right to grant sublicenses within the scope of the license granted to Repare under Section 10.1(b) to any of its Affiliates.

Section 10.3 Sublicense Requirements. Any sublicense granted by a Party pursuant to Section 10.2 shall be subject to the following:

(a) each sublicense granted hereunder shall be consistent with the requirements of this Agreement;

(b) such Party shall be primarily liable for any failure by any of its Affiliates or Licensee Partners to comply with all relevant restrictions, limitations, and obligations in this Agreement;

(c) each sublicense to a Third Party must be granted pursuant to a written sublicense agreement; and

(d) Roche shall require each Affiliate or Licensee Partner to whom Roche discloses any of Repare's Confidential Information to be bound by obligations of confidentiality

and restrictions on use of such Confidential Information that are no less restrictive than are the obligations set forth in Article XIII, including requiring such Affiliate or Licensee Partner to agree not to issue any Publications except in compliance with the terms of this Agreement (except that Publications by academic collaborators shall be permitted if the academic collaborator (i) provides an advance copy of the proposed Publication under the time periods as described in Section 13.4(a), which may be shared with Repare, (ii) agrees to delay such Publication sufficiently long enough to permit the timely preparation and filing of a patent application, and (iii) upon the request of Repare, removes from such Publication any Confidential Information of Repare).

In addition, Roche shall, reasonably promptly, respond to Repare's reasonable questions and requests for information regarding any sublicense that Roche has granted under this Agreement.

Section 10.4 Third Party Contractors. Roche shall have the right, within the scope of the license granted to Roche under Section 10.1(a), and Repare shall have the right, within the scope of the license granted to Repare under Section 10.1(b), to retain any Third Party for the purpose of engaging such Third Party as a contract research organization, contract manufacturer, contract sales force, consultant, academic researcher, or the like (each, a "Third Party Contractor") in connection with Development, Manufacturing, or Commercialization activities for any Molecule, Licensed Product, or Companion Diagnostic in accordance with this Agreement, where such activities are to be performed at the direction and control and for the sole benefit of Roche or its Affiliates, or Repare or its Affiliates, as applicable. Such retention of a Third Party Contractor is not a sublicense within the meaning of Section 10.2 but is considered an activity of Roche under the license granted under Section 10.1(a), or Repare under the license granted under Section 10.1(b), as applicable. Engagement of Third Party Contractors under this Section 10.4 is subject to the following (except as otherwise mutually agreed by the Parties):

(a) each Party shall obligate each of its Third Party Contractors to agree in writing to assign to such Party ownership of, or grant to such Party an exclusive, royalty-free, fully-paid, worldwide, perpetual and irrevocable license (with the right to grant sublicenses through multiple tiers) to, any Know-How and related intellectual property rights (including Patents) arising under its agreement with such Third Party to the extent related to the Development, Manufacture, or Commercialization of any Molecule or Licensed Product, and such Party shall structure such assignment or exclusive license so as to enable such Party to license or sublicense such Third Party inventions to the other Party pursuant to the applicable provisions of this Agreement (including permitting such other Party to grant further sublicenses);

(b) each Party shall require each Third Party Contractor to whom such Party discloses any of the other Party's Confidential Information to enter into a written agreement obligating such Third Party Contractor to be bound by obligations of confidentiality and restrictions on use of such Confidential Information that are no less restrictive than are the obligations set forth in Article XIII, including requiring such Third Party Contractor to agree in writing not to issue any Publications except in compliance with the terms of this Agreement (except that Publications by academic collaborators shall be permitted if the academic collaborator (i) provides an advance copy of the proposed Publication under the time periods as described in Section 13.4(a), which may be shared with the other Party, (ii) agrees to delay such Publication sufficiently long enough to permit the timely preparation and filing of a patent

application, and (iii) upon the request of the other Party, removes from such Publication any Confidential Information of such other Party).

Section 10.5 Affiliates. Each Party may exercise its rights and perform its obligations under this Agreement itself or through any of its Affiliates. Each Party shall be primarily liable for any failure by any of its Affiliates to comply with all relevant restrictions, limitations, and obligations in this Agreement.

Section 10.6 Repare Cost Share Third Party Agreements. Notwithstanding anything in this Agreement to the contrary, in the event that Repare enters into an agreement or arrangement following the Effective Date under which Repare or any of its Affiliates acquires Control of any Patent or Know-How that would be Repare Intellectual Property licensed to Roche hereunder, then, to the extent permitted under any confidentiality obligations related to such agreement or arrangement, Repare shall, within [***] after the effective date of such agreement or arrangement, provide Roche with a written notice of such agreement or arrangement and copies of (a) such agreement or arrangement, which may be redacted with respect to information not necessary to determine the obligations, limitations, and conditions to which Roche would be subject pursuant to the terms of such agreement or arrangement if such Patent or Know-How were deemed to be Repare Intellectual Property hereunder, (b) each unpublished patent application within such Patent(s), and (c) a summary of relevant scientific data regarding such Patent(s) or Know-How in Repare's possession and Control. Any such Patent(s) or Know-How in-licensed by Repare are hereby deemed not to be part of the Repare Intellectual Property licensed to Roche hereunder unless and until Roche provides written notice to Repare that Roche agrees to (i) be bound by the obligations, limitations, and conditions, other than payment obligations, included in the applicable agreement or arrangement between Repare and such Third Party that are applicable to Roche's exercise of its rights under this Agreement and (ii) treat such agreement or arrangement as a Cost Share Third Party Agreement for purposes of Section 11.5, such notice to be provided no later than [***] following Roche's receipt of a copy of such agreement or arrangement and such other materials, if applicable, described in the preceding sentence, as applicable. Each such agreement or arrangement for which Roche provides such written notice during such period shall be deemed a Cost Share Third Party Agreement under this Agreement. All other such agreements or arrangements shall not be deemed Cost Sharing Agreements and all intellectual property licensed by Repare under such other agreements or arrangements shall be excluded from the Repare Intellectual Property.

Section 10.7 Exclusivity. Subject to the terms and conditions of this Agreement, [***] hereby agrees as follows:

(a) [***].

(b) [***].

(c) Exceptions.

(i) The restrictions set forth in Section 10.7(a) and Section 10.7(b) shall not prevent either Party or any of its Affiliates, alone or with, for, or through any Third Party, from (A) conducting any pre-clinical research that has, as its specified and primary goal, as evidenced

by laboratory notebooks or other relevant documents contemporaneously kept, taken as a whole, to Develop a small molecule or product that does not selectively inhibit or reduce the activity of ATR or (B) fulfilling its obligations or exercising its rights under (1) this Agreement or (2) any other agreement between (I) Repare (or any of its Affiliates) and (II) Roche (or any of its Affiliates).

(ii) If a Change of Control occurs [***], the acquiring Third Party shall be permitted to continue to conduct any ongoing activities and to initiate new activities (whether planned before the occurrence of the Change of Control or thereafter) where any such activities would otherwise cause such Party or any of its Affiliates to violate Section 10.7(a) or Section 10.7(b) (as applicable) (an "Acquirer Program"), and such initiation or continuation will not constitute a violation of Section 10.7(a) or Section 10.7(b) (as applicable), as long as (A) none of the Patents or Know-How licensed by any Party to any other Party pursuant to this Agreement (other than Patents or Know-How that are not specifically related to any Molecule or Licensed Product) are used in such Acquirer Program, (B) no Confidential Information of either Party (other than any Confidential Information that is not specifically related to any Molecule or Licensed Product) is used in such Acquirer Program, and (C) the Development activities under this Agreement are conducted separately from any Development activities under such Acquirer Program, including by the maintenance of separate lab notebooks and records (password-protected to the extent kept on a computer network) and the use of separate personnel working on each of the activities under this Agreement and the activities under such Acquirer Program (except that this requirement shall not apply to personnel who have senior research management roles and not project level research roles, provided such personnel in senior research management roles are not directly involved in the day-to-day activities under such Acquirer Program).

(iii) During the Exclusivity Period and subject to the final sentence of this Section 10.7(c)(iii), if [***] acquires a Third Party (by merger, sale, consolidation, reorganization, or otherwise) so that such Third Party becomes an Affiliate of such Party, or if [***] acquires all or substantially all of the assets of a Third Party (including any subsidiary or division thereof), and, as of the date of closing of such acquisition, such Third Party has, or the acquired assets contain, a program, molecule, or product that would violate Section 10.7(a) or Section 10.7(b) (as applicable) (each, an "Acquired Program"), then the acquiring Party or such Affiliate of the acquiring Party shall elect one of the following and provide written notice of such election to the other Party no later than sixty (60) days after the consummation of such Acquisition: (A) divest, or cause its relevant Affiliate(s) to divest, whether by license or otherwise, its entire interest (excluding a solely economic interest) in such Acquired Program; or (B) terminate, or cause its relevant Affiliate(s) to terminate, any further conduct of such Acquired Program. If (1) the acquiring Party notifies the other Party that it intends to divest, whether by license or otherwise, the applicable Acquired Program pursuant to the foregoing clause (A), then the acquiring Party will or will cause its relevant Affiliate(s) to divest, whether by license or otherwise, the Acquired Program within [***] after the closing of the relevant acquisition transaction or such other period as may be required to comply with applicable Law, or (2) the acquiring Party notifies the other Party that it intends to terminate any further conduct of activities in furtherance of such Acquired Program pursuant to the foregoing clause (B), then the acquiring Party will, or will cause its relevant Affiliate(s) to, effect such termination of the applicable Competing Acquisition Program within [***] after the closing of the relevant acquisition transaction (other than Development

activities that the acquiring Party or its relevant Affiliate(s) is(are) required to continue in order to comply with applicable Law or ethical standards, which activities the acquiring Party, or its relevant Affiliate(s) will use reasonable efforts to conclude or transition to a Third Party as quickly as practicable). The acquiring Party will confirm to the other Party in writing when it completes any such divestiture or termination required under this Section 10.7(c)(iii). Notwithstanding anything to the contrary in the foregoing, if a Change of Control occurs with respect to a Party, this Section 10.7(c)(iii) shall not apply to any acquisitions or activities of the Person acquiring such Party or any of such acquiring Person's Affiliates (other than the acquired Party or any Affiliate of such acquired Party immediately before such Change of Control), all of which acquisitions and activities shall be permitted to the extent set forth in Section 10.7(c)(ii).

Section 10.8 No Implied Licenses or Rights. Except as expressly provided in Section 10.1, all rights in and to the Patents or Know-How of Repare or any of its Affiliates are hereby retained by Repare and its Affiliates. Except as expressly provided in Section 10.1 and Section 16.3, all rights in and to the Patents or Know-How of Roche or any of its Affiliates are hereby retained by Roche and its Affiliates. Without limiting the foregoing, and notwithstanding anything to the contrary in this Agreement (including the definitions of "Combination Product" and "Licensed Product"), each Party hereby acknowledges and agrees that neither Party grants to the other Party any rights under this Agreement with respect to any active ingredient in any Combination Product that is not a Molecule.

Section 10.9 Section 365(n) of the Bankruptcy Code. All licenses granted under this Agreement are deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses of rights to "intellectual property" as defined in Section 101 of such Code. Each Party, as licensee, may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that, if a Party elects to retain its rights as a licensee under any Bankruptcy Code, such Party shall be entitled to complete access to any technology licensed to it hereunder and all embodiments of such technology. Such embodiments of the technology shall be delivered to the licensee Party not later than: (a) the commencement of bankruptcy proceedings against the licensor, upon written request, unless the licensor elects to perform its obligations under the Agreement, or (b) if not delivered under clause (a), upon the rejection of this Agreement by or on behalf of the licensor, upon written request. Any agreements supplemental hereto will be deemed to be "agreements supplementary to" this Agreement for purposes of Section 365(n) of the Bankruptcy Code.

Article XI
Financial Provisions

Section 11.1 Partial Consideration. In partial consideration of the rights and licenses granted by Repare to Roche under this Agreement, Roche shall pay to Repare (a) within [***] after the Effective Date and receipt of a corresponding invoice, a one-time, non-refundable, non-creditable upfront amount equal to One Hundred Twenty-Five Million U.S. Dollars ($125,000,000) and (b) the payments described in Section 11.2(a), on the terms and conditions set forth in such Section 11.2(a).

Section 11.2 Milestone Payments.

(a) Development and Regulatory Milestones.

(i) Roche shall notify Repare within [***] of the [***], for any Licensed Product for the [***], and, within [***] after receipt of a corresponding invoice, Roche shall pay Repare a one-time, non-refundable, non-creditable milestone payment of [***].

(ii) Outside of the P/L Sharing Period, upon the first achievement by or on behalf of Roche or its Affiliates or Licensee Partners of each of the development and regulatory milestone events set forth below with respect to the first Licensed Product to achieve each such milestone event (either as a monotherapy or as a combination therapy) for each applicable Indication, if Roche has not already paid Repare a milestone payment for achievement of such development or regulatory milestone event with respect to the applicable Indication under Section 11.2(a)(iii), then Roche shall pay Repare the corresponding one-time amounts set forth below in accordance with Section 11.2(a)(iv) (subject to Section 11.2(a)(vi) and Section 11.2(a)(vii))

Milestones	**Amounts Owed Per Indication (in millions of US Dollars)**					
	[***]	[***]	[***]			
			[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]

(iii) During the P/L Sharing Period, upon the first achievement by or on behalf of Roche or its Affiliates or Licensee Partners of each of the development and regulatory milestone events set forth below with respect to the first Licensed Product to achieve each such milestone event (either as a monotherapy or as a combination therapy) for each applicable Indication, if Roche has not already paid Repare a milestone payment for achievement of such development or regulatory milestone event with respect to the applicable Indication under Section 11.2(a)(ii), then Roche shall pay Repare the corresponding one-time amounts set forth below in accordance with Section 11.2(a)(iv) (subject to Section 11.2(a)(iv) and Section 11.2(a)(vii)).

Milestones	Amounts Owed Per Indication (in millions of US Dollars)					
	[***]	[***]	[***]			
			[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]

(iv) Roche shall notify Repare within [***] of achievement of each milestone set forth above by Roche or any of its Affiliates or Licensee Partners. Within [***] of receipt of a corresponding invoice, Roche shall make the respective milestone payment under this Section 11.2(a); [***].

(v) For clarity, Roche shall only pay Repare once for achievement of each of the development and regulatory milestone events set forth in the tables above for each applicable Indication, regardless of the number of Licensed Products to achieve each such milestone event in each such Indication. In no event would Roche owe Repare more than [***].

(vi) [***].

(vii) [***].

(viii) The following provisions shall apply to milestone events that are not achieved before the achievement of subsequent milestone events:

(A) If Roche achieves a milestone event set forth in Section 11.2(a)(ii) or Section 11.2(a)(iii) for [***] without having previously achieved the milestone event in Section 11.2(a)(i), then such skipped milestone event in Section 11.2(a)(i) will be deemed to have been achieved upon the achievement of such subsequent milestone event in Section 11.2(a)(ii) or Section 11.2(a)(iii), and the milestone payment corresponding to such skipped milestone event in Section 11.2(a)(i) shall be paid as provided in this Section 11.2(a).

(B) If, for a given Indication, Roche achieves a milestone event in row (2), (3), (4), (5), or (6) of the table set forth in Section 11.2(a)(ii) without having previously achieved the milestone event in row (1) of the table set forth in Section 11.2(a)(ii) with respect to such Indication, then such skipped milestone(s) will be deemed to have been achieved with respect to such Indication upon the achievement of such subsequent milestone with respect to such Indication, and the milestone payment(s) corresponding to such skipped milestone(s) shall be paid as provided in this Section 11.2(a).

(C) If, for a given Indication, Roche achieves the milestone event in row (4) of the table set forth in Section 11.2(a)(ii) without having previously achieved the milestone event in row (2) of the table set forth in Section 11.2(a)(ii) with respect to such Indication, then such skipped milestone will be deemed to have been achieved with respect to such Indication upon the achievement of such subsequent milestone with respect to such Indication, and the milestone payment corresponding to such skipped milestone shall be paid as provided in this Section 11.2(a).

(D) If, for a given Indication, Roche achieves the milestone event in row (5) of the table set forth in Section 11.2(a)(ii) without having previously achieved the milestone event in row (3) of the table set forth in Section 11.2(a)(ii) with respect to such Indication, then such skipped milestone will be deemed to have been achieved with respect to such Indication upon the achievement of such subsequent milestone with respect to such Indication, and the milestone payment corresponding to such skipped milestone shall be paid as provided in this Section 11.2(a).

(E) If, for a given Indication, Roche achieves a milestone event in row (2), (3), or (4) of the table set forth in Section 11.2(a)(iii) without having previously achieved the milestone event in row (1) of the table set forth in Section 11.2(a)(iii) with respect to such Indication, then such skipped milestone(s) will be deemed to have been achieved with respect to such Indication upon the achievement of such subsequent milestone with respect to such Indication, and the milestone payment(s) corresponding to such skipped milestone(s) shall be paid as provided in this Section 11.2(a).

(F) If, for a given Indication, Roche achieves the milestone event in row (3) of the table set forth in Section 11.2(a)(iii) without having previously achieved the milestone event in row (2) of the table set forth in Section 11.2(a)(iii) with respect to such Indication, then such skipped milestone will be deemed to have been achieved with respect to such Indication upon the achievement of such subsequent milestone with respect to such Indication, and the milestone payment corresponding to such skipped milestone shall be paid as provided in this Section 11.2(a).

(b) Sales Milestones.

(i) Outside of the P/L Sharing Period, subject to Section 11.2(b)(v), Roche shall pay Repare each of the following one-time amounts within [***] following the end of the Calendar Quarter in which the corresponding sales milestone event set forth below is first achieved, on a Licensed Product-by-Licensed Product basis.

Milestones	Payment (in US Dollars)
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

If more than one of the milestone events under this Section 11.2(b)(i) is achieved in the same Calendar Year outside of the P/L Sharing Period, then all corresponding milestone payments under this Section 11.2(b)(i) shall be paid in such Calendar Year.

(ii) During the P/L Sharing Period, subject to Section 11.2(b)(v), Roche shall pay Repare each of the following one-time amounts within [***] following the end of the Calendar Quarter in which the corresponding sales milestone event set forth below is first achieved, on a Licensed Product-by-Licensed Product basis.

Milestones	Payment (in US Dollars)
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

If more than one of the milestone events under this Section 11.2(b)(ii) is achieved in the same Calendar Year during the P/L Sharing Period, then all corresponding milestone payments under this Section 11.2(b)(ii) shall be paid in such Calendar Year.

(iii) For purposes of calculating aggregate Annual Net Sales under this Section 11.2(b), [***].

(iv) For clarity, Roche shall only pay Repare once for achievement of each of the sales milestone events set forth in the tables above, regardless of the number of Licensed Products to achieve each such milestone event. In no event would Roche owe Repare more than [***].

(v) [***].

Section 11.3 Royalties for Licensed Products.

(a) Royalty Rate.

(i) Subject to Section 3.2(g)(ix) and the remainder of this Section 11.3, Roche shall pay to Repare royalties on ROW Territory Annual Net Sales on a Licensed Product-by-Licensed Product basis as set forth below:

ROW Territory Annual Net Sales	Royalty Rate
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

(ii) Subject to Section 3.2(g)(ix) and the remainder of this Section 11.3, but, with respect to Licensed Products containing the Lead Molecule, solely outside of the P/L Sharing Period, Roche shall pay to Repare royalties on U.S. Territory Annual Net Sales on a Licensed Product-by-Licensed Product basis as set forth below:

U.S. Territory Annual Net Sales	Royalty Rate
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

Each royalty rate set forth in the tables above will apply only to that portion of the U.S. Territory Annual Net Sales or ROW Territory Annual Net Sales (as applicable) of the applicable Licensed Product during a given Calendar Year that falls within the indicated portion. For example, if, in a given Calendar Year, the U.S. Territory Annual Net Sales of such Licensed Product by Roche and its Affiliates and Licensee Partners were [***] and the ROW Territory Annual Net Sales of such Licensed Product by Roche and its Affiliates and Licensee Partners were [***], then the royalties payable with respect to such U.S. Territory Annual Net Sales and ROW Territory Annual Net Sales would be:

[***]

For purposes of calculating aggregate Annual Net Sales under this Section 11.3(a), all Licensed Products that contain the same Molecule as an active ingredient shall be deemed to be the same Licensed Product.

(b) Royalty Term. Except as otherwise set forth in Section 11.3(c)(iii)(B) or Section 11.3(c)(iii)(A)3, Royalties payable under this Section 11.3 shall be paid by Roche on a Licensed Product-by-Licensed Product and country-by-country basis from the date of Regulatory Approval of such Licensed Product in such country until the latest of (i) [***], (ii) [***] and (iii) twelve (12) years following the date of First Commercial Sale of such Licensed Product in such country (each such term with respect to a Licensed Product and a country, a "Royalty Term").

(c) Royalty Reduction.

(i) [***].

(ii) On a Licensed Product-by-Licensed Product and country-by-country basis, subject to Section 11.3(c)(v), during any period in which (A) there is no Royalty-Bearing Claim with respect to such Licensed Product in such country and (B) such Licensed Product is not covered by Regulatory Exclusivity in such country, the royalty rate with respect to such Licensed Product in such country will be reduced to [***] of the applicable rate set forth in Section 11.3(a) (as modified by Section 11.3(c)(i), if applicable).

(iii) If, on a Licensed Product-by-Licensed Product, country-by-country and Calendar Quarter-by-Calendar Quarter basis, there are one (1) or more Generic Products being sold in such country with respect to such Licensed Product in such Calendar Quarter, the royalties in such country for such Licensed Product shall be subject to reduction as follows:

(A) If such Generic Product(s) in such country in such Calendar Quarter exceed a [***] share of the aggregate market in such country of such Licensed Product and all such Generic Product(s) (by unit equivalent volume and based on the number of units of such Licensed Product and such Generic Product(s) in the aggregate sold in such country, as reported by a well-known reporting service agreed between the Parties acting reasonably (*e.g.*, IQVIA)) during such Calendar Quarter, then:

1. subject to Section 11.3(c)(v), the royalty rate with respect to such Licensed Product in such country for such Calendar Quarter will be reduced to [***] of the applicable rate set forth in Section 11.3(a) (as modified by Section 11.3(c)(i), if applicable);

2. if such [***] market share continues in such country for [***] during the applicable Royalty Term, then such reduction shall continue to apply to such Licensed Product in such country for the remainder of such Royalty Term; and

3. [***].

(B) If such Generic Product(s) in such country in such Calendar Quarter exceed a [***] share of the aggregate market in such country of such Licensed Product

and all such Generic Product(s) (by unit equivalent volume and based on the number of units of such Licensed Product and such Generic Product(s) in the aggregate sold in such country, as reported by a well-known reporting service agreed between the Parties acting reasonably (*e.g.*, IQVIA)) during such Calendar Quarter, then, subject to Section 11.3(c)(v), [***].

(iv) On a Licensed Product-by-Licensed Product and country-by-country basis, subject to Section 11.3(c)(v), Roche may deduct from the royalties otherwise owed to Repare pursuant to Section 11.3(a) (as modified by Section 11.3(c)(i), if applicable) with respect to such Licensed Product in such country, [***] of any Deductible Third Party Payments paid by Roche with respect to such Licensed Product in such country, but, except as otherwise provided in Section 11.3(c)(v), such deduction shall not, alone or together with any other permitted royalty reduction(s), reduce the royalties payable with respect to such Licensed Product in such country to less than [***] of the amounts otherwise payable under Section 11.3(a) for such Licensed Product in such country.

(v) Without limiting Section 11.3(c)(iii)(A)3 and Section 11.3(c)(iii)(B), (A) if the increase in royalties set forth in Section 3.2(g)(ix) applies, such increase shall be applied after the reductions set forth in Section 11.3(c)(ii), Section 11.3(c)(iii), and Section 11.3(c)(iv) and (B) in no event shall the royalty reductions described in Section 11.3(c)(ii) and Section 11.3(c)(iii), alone or together, reduce the royalties payable by Roche for a given Licensed Product in a given country in any given Calendar Quarter to less than [***] of the amounts otherwise payable by Roche for such Licensed Product in such country in such Calendar Quarter pursuant to Section 11.3(a) (as modified by Section 11.3(c)(i), if applicable, it being understood that, if the increase in royalties set forth in Section 3.2(g)(ix) applies, such floor shall also be increased by the amount of such increase). Furthermore, if a royalty reduction described in Section 11.3(c)(ii) or Section 11.3(c)(iii) is applicable with respect to a Licensed Product in a country in a Calendar Quarter, the forty percent (40%) limitation set forth in Section 11.3(c)(iv) shall be lowered to [***] with respect to such Licensed Product in such country in such Calendar Quarter. Roche may carry over and apply any such royalty reductions that are accrued in a Calendar Quarter and are not deducted in such Calendar Quarter due to the limitation set forth in the first two sentences of this Section 11.3(c)(v) to any subsequent Calendar Quarter(s) and shall begin applying such reductions to such royalties as soon as practicable and continue applying such reductions on a Calendar Quarter basis thereafter until fully deducted, in all cases subject to the limitation set forth in the first two sentences of this Section 11.3(c)(v).

(d) Expiration of Royalty Term. Upon the expiration of the Royalty Term with respect to a Licensed Product in a country in the License Territory, subject to the terms of any applicable Cost Share Third Party Agreements, the license granted by Repare to Roche pursuant to Section 10.1(a)(i) shall be deemed to be fully paid-up and royalty-free with respect to such Licensed Product in such country, but Roche shall be solely responsible for any amounts payable to Third Party licensors (including to Repare's Third Party licensors under any Cost Share Third Party Agreement), and Roche shall be responsible for complying with the terms of any license agreements with such Third Party licensors, in each case, with respect to Roche's exercise of such rights as to such Licensed Product in such country following the expiration of such Royalty Term.

(e) Royalty Reports; Payments. Roche shall, (x) within [***] following the end of each Calendar Quarter in which a royalty payment accrues, provide to Repare a good faith estimate of royalties that will be paid to Repare under this Agreement for such Calendar Quarter, and (y) within [***] following the end of each Calendar Quarter in which a royalty payment accrues, (i) provide to Repare a report for each country in the License Territory in which sales of any Licensed Product occurred in the Calendar Quarter covered by such statement, specifying for such Calendar Quarter: the number of Licensed Products sold; the applicable royalty rate under this Agreement; the royalties payable in U.S. Dollars, including an accounting of deductions taken in the calculation of the U.S. Territory Annual Net Sales and ROW Territory Annual Net Sales (as applicable) in accordance with Roche's Accounting Standards; the applicable exchange rate to convert from each country's currency to Swiss Francs to U.S. Dollars under Section 11.10; and the royalty calculation and royalties payable in U.S. Dollars and (ii) make the royalty payments owed to Repare hereunder in accordance with such royalty report in arrears.

(f) Compulsory Sublicense Compensation. Roche shall pay to Repare [***] of all Compulsory Sublicense Compensation received by Roche or any of its Affiliates or Licensee Partners in each Calendar Year within [***] after the end of such Calendar Year.

Section 11.4P/L Sharing Period Financial Provisions. Solely during the P/L Sharing Period, the financial provisions set forth in Exhibit B shall apply.

Section 11.5Cost Share Third Party Agreements.

(a) Development Milestone Payments. If, as a direct result of either Party or any of its Affiliates or Licensee Partners Developing any Licensed Product, either Party is required, by the terms of any Cost Share Third Party Agreement, to pay any counterparty to such Cost Share Third Party Agreement any milestone payment, then the following provisions shall apply with respect to the portion of such milestone payment that is reasonably allocable to Licensed Products:

(i) Outside of the P/L Sharing Period, Roche shall solely bear such milestone payment (subject to deduction from royalties to the extent set forth in Section 11.3(c)(iv)) and, if applicable, shall reimburse Repare for such payment within [***] after receipt of any invoice therefor.

(ii) During the P/L Sharing Period, (A) if such milestone payment solely relates to the Licensed Product for U.S. Administration, the amount of such milestone shall be shared by the Parties [***] (and the Party that does not owe such milestone payment to the applicable counterparty shall reimburse the other Party for [***] of such payment within [***] after receipt of any invoice therefor), (B) if such milestone payment solely relates to the Licensed Product for ROW Administration, Roche shall solely bear such milestone payment (subject to deduction from royalties to the extent set forth in Section 11.3(c)(iv)) and, if applicable, shall reimburse Repare for such payment within thirty (30) days after receipt of any invoice therefor, and (C) in all other events, such milestone payment shall be deemed part of Worldwide Development Costs to be shared by the Parties in accordance with the Development Cost Share.

(b) Commercialization Milestone Payments. If, as a direct result of either Party or any of its Affiliates or Licensee Partners Commercializing any Licensed Product, either Party is required, by the terms of any Cost Share Third Party Agreement, to pay any counterparty to such Cost Share Third Party Agreement any milestone payment, then the following provisions shall apply with respect to the portion of such milestone payment that is reasonably allocable to Licensed Products:

(i) Outside of the P/L Sharing Period, Roche shall solely bear such milestone payment (subject to deduction from royalties to the extent set forth in Section 11.3(c)(iv)) and, if applicable, shall reimburse Repare for such payment within [***] after receipt of any invoice therefor.

(ii) During the P/L Sharing Period, (A) the *pro rata* portion (if any) of such milestone payment that is attributable to the Commercialization of any Licensed Product for U.S. Administration shall be included in the calculation of U.S. Commercialization Costs and (B) Roche shall solely bear the remainder of such milestone payment (subject to deduction from royalties to the extent set forth in Section 11.3(c)(iv)) and, if applicable, shall reimburse Repare for such payment within [***] after receipt of any invoice therefor.

(c) U.S. Territory Royalties. If, as a direct result of either Party or any of its Affiliates or Licensee Partners Commercializing any Licensed Product for U.S. Administration, either Party is required, by the terms of any Cost Share Third Party Agreement, to pay any counterparty to such Cost Share Third Party Agreement any royalty payment, then:

(i) Outside of the P/L Sharing Period, Roche shall solely bear such royalty payment (subject to deduction from royalties to the extent set forth in Section 11.3(c)(iv)) and, if applicable, shall reimburse Repare for such payment within [***] after receipt of any invoice therefor.

(ii) During the P/L Sharing Period, such royalty payment shall be included in the calculation of U.S. Commercialization Costs.

(d) ROW Territory Royalties. If, as a direct result of Roche or any of its Affiliates or Licensee Partners Commercializing any Licensed Product or Companion Diagnostic for ROW Administration, either Party is required, by the terms of any Cost Share Third Party Agreement, to pay any counterparty to such Cost Share Third Party Agreement any royalty payment, then Roche shall solely bear such royalty payment (subject to deduction from royalties to the extent set forth in Section 11.3(c)(iv)) and, if applicable, shall reimburse Repare for such payment within [***] after receipt of any invoice therefor.

Section 11.6 Financial Records. Each Party shall keep, and shall require its Affiliates and Licensee Partners to keep, complete and accurate books and records relating to the Collaboration in accordance with Accounting Standards. Each Party shall keep, and shall require its Affiliates and Licensee Partners to keep, such books and records for at least [***] following the end of the Calendar Year to which they pertain. Such books of accounts shall be kept at the principal place of business of the financial personnel with responsibility for preparing and maintaining such records. Such records shall be in sufficient detail to support, as applicable, (a) calculations of

royalties, milestones, and other payments due to Repare, (b) calculations of Worldwide Development Costs and U.S. Development Costs, and (c) calculations Operating Profits or Losses.

Section 11.7 Audits.

(a) Audit Team. Each Party (the "Auditor") may, upon request and at its expense (except as provided for herein), cause an internationally recognized independent accounting firm selected by the Auditor (except one to whom the other Party (the "Auditee") has a reasonable objection) (the "Audit Team") to audit, during ordinary business hours, the books and records of the Auditee and the correctness of any payment made or required to be made, and any report underlying such payment (or lack thereof), pursuant to the terms of this Agreement. Prior to commencing its work pursuant to this Agreement, the Audit Team shall enter into a confidentiality agreement with the Auditee obligating the Audit Team to be bound by obligations of confidentiality and restrictions on use with respect to the Auditee's Confidential Information that are no less restrictive than the obligations set forth in Article XIII.

(b) Limitations. In respect of each audit of the Auditee's books and records: (i) the Auditee may be audited only [***] per Calendar Year, (ii) no records for any given Calendar Year may be audited more than [***] (but the Auditee's records shall still be made available if such records impact another financial year which is being audited), and (iii) the Auditor shall only be entitled to audit books and records of the Auditee from the [***] prior to the Calendar Year in which the audit request is made.

(c) Audit Notice. In order to initiate an audit for a particular Calendar Year, the Auditor must provide written notice to the Auditee. The Auditor shall provide the Auditee with notice of one or more proposed dates of the audit not less than [***] prior to the first proposed date. The Auditee will reasonably accommodate the scheduling of such audit. The Auditee shall provide such Audit Team(s) with full and complete access to the applicable books and records and otherwise reasonably cooperate with such audit.

(d) Payments. If an audit shows any under-reporting, underpayment, overcharging, or overpayment by any Party, that under-reporting, underpayment, overcharging, or overpayment shall be reported to the Auditor and (i) the underpaying or overcharging Party shall remit such underpayment or reimburse such overpayment (together with interest at the rate set forth in Section 11.11) to the underpaid or overcharged Party or (ii) if the overpaid Party was not the overcharging Party, such overpaid Party shall reimburse such overpayment to the other Party, in each case within [***] after receiving the audit report. Further, if an audit for an annual period shows an underpayment or overcharge by any Party for that period in excess of [***] of the amounts properly determined, the underpaying or overcharging Party (as applicable) shall reimburse the underpaid or overcharged (as applicable) Party for its reasonable Out-of-Pocket Costs in connection with such audit, which reimbursement shall be made within [***] after receiving appropriate invoices and other support for such audit-related costs.

Section 11.8 Tax Matters.

(a) Withholding and Indirect Taxes.

(i) Except as expressly set forth in this Section 11.8, each Party shall pay any and all taxes levied on account of all payments it receives under this Agreement. Each Party shall provide such information and documentation to the other Party as are reasonably requested by such other Party to determine if any withholding taxes apply to any payments to be made by such other Party under this Agreement and to establish qualification for a reduced withholding rate or an exemption from such withholding tax under the applicable bilateral income tax treaty or relevant statutory provision. If a Party believes that it is required to withhold taxes on a payment to the other Party, the paying Party shall notify the other Party of such determination no less than [***] prior to making such payment. To the extent that applicable Laws require that taxes be withheld with respect to any payments to be made by a Party to the other Party under this Agreement, the paying Party shall: (A) deduct those taxes from the remittable payment, (B) pay the taxes to the proper taxing authority, and (C) promptly send evidence of the obligation together with proof of tax payment to the other Party on a reasonable and timely basis following such tax payment. Each Party agrees to cooperate with the other Party in claiming refunds, reductions, or exemptions from such deductions or withholdings under any relevant agreement or treaty that is in effect. Notwithstanding anything to the contrary in this Agreement, in the event a Party redomiciles or assigns its rights or obligations under this Agreement in accordance with Section 18.4 (each, a "Tax Action," and such Party, the "Acting Party"), and, as a result of such Tax Action, the amount of tax required to be withheld under this Section 11.8(a)(i) in respect of a payment to the other Party (the "Non-Acting Party") is greater than the amount of such tax that would have been required to have been withheld absent such Tax Action, then any such amount payable to the Non-Acting Party shall be adjusted to take into account such withholding taxes as may be necessary so that, after making all required withholdings or credits, the Non-Acting Party receives an amount equal to the sum it would have received, taking into account applicable tax rates imposed on such income and any tax credits available as a result of the withholding or credits, had no such Tax Action occurred (but in no case shall any payment under this Agreement be an amount less than the remittable payment due without regard to this Section 11.8). The obligation to adjust payments pursuant to the preceding sentence shall not apply, however, to the extent such increased withholding tax (A) would not have been imposed but for a Tax Action taken by the Party receiving the payment subject to withholding under this Section 11.8(a)(i) or (B) is attributable to the failure by the Non-Acting Party to comply with the requirements of this Section 11.8(a)(i). For purposes of this Section 11.8(a)(i), a "redomiciliation" shall include a reincorporation or other action resulting in a change in tax residence of the applicable Party or its assignee.

(ii) Notwithstanding anything to the contrary in this Agreement (including anything to the contrary in this Section 11.8), this Section 11.8(a)(ii) shall apply with respect to value added tax or any similar tax ("VAT"). All amounts agreed by the Parties under this Agreement are exclusive of VAT. If, under applicable Law, any VAT is required to be paid in respect of any supply of goods or services under this Agreement, the Party receiving such supply of goods or services shall pay VAT at the applicable rate either (A) to the other Party or, if (B) provided under applicable Law, directly to the relevant tax authorities. In each case, the Party providing such supply of goods or services shall issue valid VAT invoice to the other Party in respect of the supply of goods or services.

(iii) Each Party has provided a properly completed and duly executed IRS Form W-9 or applicable Form W-8 to the other Party. Each Party shall provide to the other Party,

at the time or times reasonably requested by such other Party or as required by applicable Law, such properly completed and duly executed documentation (for example, IRS Forms W-8 or W-9) as will permit payments made under this Agreement to be made without, or at a reduced rate of, withholding for taxes, and the applicable payment shall be made without (or at a reduced rate of) withholding to the extent permitted by such documentation, as reasonably determined by the paying Party. Each Party agrees to reasonably assist the other Party in claiming exemption from such deductions or withholdings under any double taxation or similar agreement or treaty from time to time in force and in minimizing the amount required to be so withheld or deducted.

Section 11.9 Foreign Derived Intangible Income Deduction. Each Party shall use Commercially Reasonable Efforts to provide, and to cause its Affiliates, subcontractors, sublicensees, Licensee Partners, customers, and applicable Third Parties to provide, any information and documentation reasonably requested by the other Party to obtain the benefits of Section 250 of the Internal Revenue Code of 1986, as amended and the applicable Treasury Regulations, including information required to demonstrate the extent to which the Licensed Products will be sold, consumed, used, or manufactured outside the United States.

Section 11.10 Currency Exchange. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments made under, this Agreement shall be in United States Dollars. If any currency conversion shall be required in connection with the calculation of amounts payable under this Agreement, such conversion shall be performed in a manner consistent with the paying Party's normal practices used to prepare its audited financial statements for internal and external reporting purposes.

Section 11.11 Late Payments. Any payments that are not paid on or before the date such payments are due under this Agreement shall bear interest, to the extent permitted by applicable Law at an annual rate equal to the lesser of (a) [***], or (b) the highest rate permitted by applicable Law; [***]; except that, with respect to any disputed payments, no interest payment shall be due until such dispute is resolved and the interest which shall be payable thereon shall be based on the finally-resolved amount of such payment, calculated from the original date on which the disputed payment was due through the date on which payment is actually made.

Section 11.12 Blocked Payments. In the event that, by reason of applicable Law in any country, it becomes impossible or illegal for Roche (or any of its Affiliates or Licensee Partners) to transfer, or have transferred on its behalf, payments owed to Repare hereunder, Roche will promptly notify Repare of the conditions preventing such transfer and such payments will be deposited in local currency in the relevant country to the credit of Repare in a recognized banking institution designated by Repare or, if none is designated by Repare within a period of [***], in a recognized banking institution selected by Roche or any of its Affiliates or its Licensee Partners, as the case may be, and identified in a written notice given to Repare.

Section 11.13[***].

Article XII
Intellectual Property

Section 12.1 Ownership of Inventions.

(a) Inventions. For purposes of this Agreement, ownership of Inventions will follow inventorship, as determined by application of U.S. patent law pertaining to inventorship.

(b) Disclosure. During the Term, each Party will disclose to the other Party all Joint Collaboration Intellectual Property of which such Party becomes aware. Such disclosure shall (i) be made promptly and in any event reasonably prior to the filing of any patent application with respect to such Joint Collaboration Intellectual Property and (ii) include all invention disclosures or other similar documents submitted to such Party by its or its Affiliates' employees, independent contractors, or other agents relating thereto.

(c) Repare Intellectual Property and Roche Intellectual Property Other Than Joint Collaboration Intellectual Property. As between the Parties, except for Joint Collaboration Intellectual Property, Roche will retain all right, title, and interest in and to all Roche Intellectual Property, and Repare will retain all right, title, and interest in and to all Repare Intellectual Property, except, in each case, to the extent that any such rights are expressly licensed by one Party to the other Party under this Agreement.

(d) Roche Development Intellectual Property. Irrespective of inventorship, Roche shall own all right, title, and interest in and to all Roche Development Intellectual Property, and Repare hereby assigns, and agrees to assign, to Roche all of Repare's right, title, and interest in and to any Roche Development Intellectual Property.

(e) Repare Development Intellectual Property. Irrespective of inventorship, Roche shall own all right, title, and interest in and to all Roche Development Intellectual Property, and Repare hereby assigns, and agrees to assign, to Roche all of Repare's right, title, and interest in and to any Roche Development Intellectual Property.

(f) Joint Collaboration Intellectual Property. Both Parties will jointly own all Joint Collaboration Intellectual Property, such that each Party has an undivided one-half (1/2) interest in such Joint Collaboration Intellectual Property, and, subject to (i) any exclusivity obligations under this Agreement and (ii) any licenses granted by one Party to the other Party under this Agreement, shall have the right to use and practice under such Joint Collaboration Intellectual Property with no duty of accounting to the other Party and no requirement to obtain consent from the other Party in connection with respect to such use and practice or with respect to any licenses granted by any Party to any Third Party with respect to such Joint Collaboration Intellectual Property. The Parties' rights to enforce such Joint Collaboration Intellectual Property will be as set forth in Section 12.3, or as otherwise agreed by the Parties in writing. To the extent necessary in any jurisdiction to give effect to the foregoing, each Party hereby grants to the other Party a non-exclusive, royalty-free, fully-paid, worldwide license, with the right to grant sublicenses, to practice such Joint Collaboration Intellectual Property for any and all

purposes, subject to (A) any exclusivity obligations under this Agreement and (B) any licenses granted by one Party to the other Party under this Agreement.

Section 12.2 Prosecution of Patents.

(a) First Prosecution Rights. As between the Parties, (i) Roche will have the first right (but not the obligation) to Prosecute each Product-Specific Patent and each Joint Collaboration Patent and (ii) Repare will have the first right (but not the obligation) to Prosecute each Repare Patent that is not a Product-Specific Patent or Joint Collaboration Patent.

(b) Step-In Right. If Repare decides not to Prosecute any Repare Patent that is not a Product-Specific Patent or Joint Collaboration Patent, or if Roche decides not to Prosecute any Product-Specific Patent or Joint Collaboration Patent, in any country in the Territory, or if such Party intends to allow any such Patent to lapse or become abandoned without having first filed a substitute, it shall notify the other Party of, and consult with such other Party regarding, such decision or intention at least [***] prior to the date upon which the subject matter of such Patent shall become unpatentable or shall lapse or become abandoned, and such other Party shall thereupon have the right (but not the obligation) to assume the Prosecution thereof with counsel of its choice. Each Party shall provide reasonable assistance to the other Party, and shall cooperate with the other Party, in connection with the transition of Prosecution responsibilities under this Section 12.2(b), including execution of such documents as may be necessary to effect such transition.

(c) Information Sharing and Commenting. Each Party shall, with respect to each Repare Patent and Joint Collaboration Patent, (i) keep the other Party informed as to material developments with respect to the Prosecution of such Patent, including by providing copies of all substantive office actions or any other substantive documents in connection with such Patent that such Party receives from any patent office, and (ii) provide the other Party with a reasonable opportunity to comment substantively on the Prosecution of such Patent prior to taking material actions (including the filing of initial applications) with respect to such Patent, and will consider in good faith (or, with respect to Roche's Prosecution of Product-Specific Patents, not unreasonably refuse to implement) any comments made, and actions recommended, by such other Party with respect thereto, as long as such other Party does so promptly and consistently with any applicable filing deadlines.

(d) Costs and Expenses.

(i) All costs and expenses in Prosecuting Repare Patents (for the avoidance of doubt, including any Joint Collaboration Patents included in the definition of Repare Patents) outside of the P/L Sharing Period [***].

(ii) All costs and expenses in Prosecuting Repare Patents (for the avoidance of doubt, including any Joint Collaboration Patents included in the definition of Repare Patents) during the P/L Sharing Period (A) in the U.S. Territory (collectively, "Patent Prosecution Expenses"), [***].

Section 12.3 Third Party Infringement.

(a) Notice. Each Party shall immediately provide the other Party with written notice reasonably detailing any (i) known or alleged infringement of any Repare Patent, (for the avoidance of doubt, including any Joint Collaboration Patent or Repare Development Patent included in the definition of Repare Patents), or known or alleged misappropriation of any Repare Know-How (for the avoidance of doubt, including any Joint Know-How or Repare Development Know-How included in the definition of Repare Know-How), by any Third Party in a manner that is competitive with any Licensed Product, (ii) in accordance with Section 12.4, "patent certification" filed in the U.S. Territory under 21 U.S.C. §355(b)(2) or 21 U.S.C. §355(j)(2), or any similar provision in any other jurisdiction, with respect to any Repare Patent, (for the avoidance of doubt, including any Joint Collaboration Patent or Repare Development Patent included in the definition of Repare Patents) with respect to any product that is competitive with any Licensed Product, or (iii) declaratory judgment, opposition, or similar action alleging invalidity, unenforceability, or non-infringement of any Repare Patent (for the avoidance of doubt, including any Joint Collaboration Patent or Repare Development Patent included in the definition of Repare Patents) that could reasonably be expected to have a material effect on the Patent protection of any Licensed Product (collectively "Third Party Infringement").

(b) First Right to Initiate Actions. Roche shall have the initial right, but not the obligation, to initiate a suit or take other appropriate action that Roche believes is reasonably required to protect any Repare Patent, (for the avoidance of doubt, including any Joint Collaboration Patents or Repare Development Patents included in the definition of Repare Patents) against any Third Party Infringement. Roche shall give Repare advance notice of Roche's intent to file any such suit or take any such action and the reasons therefor, and shall provide Repare with an opportunity to make suggestions and comments regarding such suit or action. Thereafter, Roche shall keep Repare promptly informed, and shall consult with Repare, regarding the status of any such suit or action and shall provide Repare with copies of all material documents (*e.g.*, complaints, answers, counterclaims, material motions, orders of the court, memoranda of law and legal briefs, interrogatory responses, depositions, material pre-trial filings, expert reports, affidavits filed in court, transcripts of hearings and trial testimony, trial exhibits and notices of appeal) filed in, or otherwise relating to, such suit or action. Without limiting the generality of the foregoing, the Parties shall discuss in good faith Roche's intended response to any Third Party Infringement.

(c) Step-in Right. Subject to Section 12.4, (i) if Roche fails to initiate a suit or take such other appropriate action under Section 12.3(b) above with respect to any Third Party Infringement a reasonable period of time prior to any deadline on which initiation of a suit or other appropriate action is required to avoid limiting or compromising any remedies (including monetary relief and stay of regulatory approval) that may be available against the applicable alleged Third Party infringer, then Repare may, in its discretion, provide Roche with written notice of its intent to initiate a suit or take other appropriate action to combat such Third Party Infringement and (ii) if Repare provides such notice, then Repare shall, subject to Roche's prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed), have the right, but not the obligation, to initiate a suit or take other appropriate action that it believes is reasonably required to protect the applicable Repare Patent (for the avoidance of doubt, including any Joint Collaboration Patent or Repare Development Patent included in the

definition of Repare Patents) from such Third Party Infringement. Repare shall give Roche advance notice of its intent to file any such suit or take any such action and the reasons therefor and shall provide Roche with an opportunity to make suggestions and comments regarding such suit or action, which Repare shall consider in good faith. Thereafter, Repare shall keep Roche promptly informed, and shall consult with Roche, regarding the status of any such suit or action and shall provide Roche with copies of all material documents (*e.g.*, complaints, answers, counterclaims, material motions, orders of the court, memoranda of law and legal briefs, interrogatory responses, depositions, material pre-trial filings, expert reports, affidavits filed in court, transcripts of hearings and trial testimony, trial exhibits and notices of appeal) filed in, or otherwise relating to, such suit or action.

(d) Conduct of Action; Costs. The Party initiating any suit under this Section 12.3 shall have the sole and exclusive right to select counsel for such suit, which counsel must be reasonably acceptable to the other Party. If required under applicable Law in order for such Party to initiate or maintain such suit, the other Party shall join as a party to the suit. If requested by the Party initiating suit, the other Party shall provide reasonable assistance to the Party initiating suit in connection therewith. The other Party shall have the right to participate and be represented in any such suit by its own counsel at its own expense.

(e) Costs of Enforcement.

(i) Outside of the P/L Sharing Period, [***].

(ii) During the P/L Sharing Period: [***].

(f) Recoveries. Any recovery obtained as a result of any proceeding described in this Section 12.3 or from any counterclaim or similar claim asserted in a proceeding described in Section 12.5, by settlement or otherwise, shall be applied in the following order of priority:

(i) first, the Parties shall be reimbursed for all previously unreimbursed Out-of-Pocket Costs in connection with such proceeding; and

(ii) second, any remainder shall be: [***].

Section 12.4 Hatch-Waxman. Notwithstanding anything herein to the contrary, should a Party receive a certification for a Licensed Product pursuant to paragraph IV of the Drug Price Competition and Patent Term Restoration Act of 1984 (Public Law 98-417, known as the Hatch-Waxman Act), as amended, or its equivalent in a country other than the U.S. Territory ("Certification Notice"), then such Party shall [***] provide the other Party with a copy of the Certification Notice. Roche shall have [***] from the date on which it receives or provides the copy of the Certification Notice, to provide written notice to Repare ("H-W Suit Notice") that Roche intends to bring suit, at its expense, within the forty-five (45) day period set forth in paragraph IV of the Hatch-Waxman Act. Should such [***] period expire without Roche bringing suit or providing such H-W Suit Notice, then Repare shall be free to immediately bring suit, at its expense, in its name. In the event either Party brings such suit, the applicable provisions of Section 12.3 shall apply to such suit.

Section 12.5 Claimed Infringement; Claimed Invalidity.

(a) Infringement of Third Party Rights. Each Party shall promptly notify the other Party in writing of any allegation by any Third Party that any activity of either Party or any of either Party's Affiliates or Licensee Partners under this Agreement infringes or misappropriates, or may infringe or misappropriate, the intellectual property rights of such Third Party. If any Third Party asserts or files against any Party or any of either Party's Affiliates or Licensee Partners any claim of infringement or misappropriation of the intellectual property rights of such Third Party or other action relating to alleged infringement or misappropriation of such intellectual property rights, in each case relating to any activity of either Party or any of either Party's Affiliates or Licensee Partners under this Agreement ("Third Party Infringement Action"), then, unless otherwise agreed by the Parties and subject to Article XV:

(i) In the event of a Third Party Infringement Action against a single Party, the unnamed Party shall have the right, in the unnamed Party's sole discretion, to participate in the defense of such legal action at such unnamed Party's own expense, with legal counsel selected by the unnamed Party and reasonably acceptable to the named Party. The Party named in such Third Party Infringement Action shall have the right to control the defense of the action, but shall notify and keep the unnamed Party apprised in writing of such action and shall consider and take into account the unnamed Party's reasonable interests and requests and suggestions regarding the defense of such action. In the event of a Third Party Infringement Action against both Parties, Roche shall have the right to control the defense of such Third Party Infringement Action.

(ii) The non-controlling Party of any Third Party Infringement Action shall reasonably cooperate (at the controlling Party's request and expense) with the controlling Party in the preparation and formulation of a defense to such Third Party Infringement Action, and in taking other steps reasonably necessary to respond to such Third Party Infringement Action. The controlling Party shall have the right to select its counsel for the defense to such Third Party Infringement Action, which counsel must be reasonably acceptable to the non-controlling Party if both Parties have been named as defendants in the action. The non-controlling Party shall also have the right to participate and be represented in any such suit by its own counsel at its own expense. The controlling Party shall not (and shall cause its Affiliates and Licensee Partners not to) enter into a license for the asserted intellectual property rights upon terms that would restrict either Party from fully exploiting such rights consistently with the scope of the rights and obligations of both Parties under this Agreement without the written consent of the non-controlling Party, which will not to be unreasonably withheld, conditioned, or delayed.

(iii) If requested by the Party controlling the defense of any Third Party Infringement Action, the Parties shall enter into a joint defense agreement that further outlines their rights and responsibilities consistent with the terms of this Section 12.5(a) or as otherwise mutually agreed by the Parties in writing.

(b) Patent Invalidity Claim. If any Third Party at any time asserts any claim that any issued Repare Patent (for the avoidance of doubt, including any Joint Collaboration Patent or Repare Development Patent included in the definition of Repare Patents) is invalid or otherwise unenforceable, or if any such Patent is the subject of any post-grant proceeding or any

European opposition proceeding, whether as a pre-grant or post-grant proceeding, whether as a defense in an infringement action brought by Repare or Roche pursuant to Section 12.3(b) or Section 12.3(c), in a declaratory judgment action, in a Third Party Infringement claim brought against Repare or Roche, or otherwise (each, an "Invalidity Claim"), the Parties shall cooperate with each other in preparing and formulating a response to such Invalidity Claim. The Party controlling the infringement action or Third Party Infringement claim in which such Invalidity Claim Arises, or, if such Invalidity Claim arises in a declaratory judgment action, a European opposition proceeding, as a pre-grant or post-grant proceeding, or otherwise, the Party Prosecuting such Patent, shall have the first right (but not the obligation) to control the defense and settlement of such Invalidity Claim.

(c) Costs. Except as expressly set forth in Section 12.5(a)(i), Section 12.5(a)(ii) or Section 12.3(e), the costs and expenses incurred by the Parties in connection with defense of any claim described in Section 12.5(a) or Section 12.5(b) shall:

(i) outside of the P/L Sharing Period, [***]; and

(ii) during the P/L Sharing Period, [***].

Section 12.6 Patent Term Extensions. The Parties shall, as necessary and appropriate, use reasonable efforts to agree upon a joint strategy for obtaining, and cooperate with each other in obtaining, patent term extensions for Patents that Cover Licensed Products. If the Parties are unable to agree upon which (if any) of such Patents should be extended, then Roche shall have the right to resolve the dispute; except that, without Repare's prior written consent, Roche may not extend any Patent Covering any combination therapy involving any Molecule and Repare's [***].

Section 12.7 Patent Marking. Each Party shall comply with the patent marking statutes in each country in which any Licensed Product is Manufactured or Commercialized by or on behalf of such Party or any of its Affiliates or Licensee Partners.

Section 12.8 Other Roche Intellectual Property. Roche shall have the sole right, but not the obligation, to initiate a suit or take other appropriate action that it believes is reasonably required to protect any Roche Intellectual Property, including Roche Development Intellectual Property, (other than Joint Collaboration Intellectual Property) without any obligation to consult with Repare. Notwithstanding anything to the contrary in Section 12.3 or Section 12.5, all recoveries with respect to any such action, by settlement or otherwise, shall be retained one hundred percent (100%) by Roche.

Section 12.9 Application of 35 U.S.C. § 102(c). The Parties acknowledge and agree that this Agreement is deemed a "joint research agreement" as defined in 35 USC § 100(h). Notwithstanding anything to the contrary in this Article XII, neither Party will have the right to provide to a court or an agency a statement under 37 C.F.R. §1.104(c)(4)(ii)(A) to disqualify, for purposes of 35 USC § 102(b)(2)(C) or 35 USC § 102(c), prior art under § 102(a)(2) by the other Party without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. With respect to any such permitted statement, the Parties shall coordinate their activities with respect to any submissions, filings, or other activities in support thereof. Notwithstanding the foregoing, the other Party's consent under this Section 12.9 shall not be

required to permit a party to file with a court or agency a terminal disclaimer under 37 C.F.R. § 1.321(d) to overcome an obviousness-type double patenting rejection in any patent application claiming a Molecule or Licensed Product, or uses thereof, provided that the Party filing such terminal disclaimer shall give reasonable advance notice to the other Party of such filing, and shall consider in good faith any comments made, and actions recommended by, the other Party.

Article XIII
Confidentiality

Section 13.1 General. Each Receiving Party shall (a) maintain in confidence the Confidential Information of the Disclosing Party using not less than the efforts such Receiving Party uses to maintain in confidence its own proprietary information of similar kind and value, but in no event less than a reasonable degree of effort, (b) not disclose such Confidential Information to any of its Affiliates or any Third Party without the prior written consent of the Disclosing Party, except for disclosures expressly permitted below, and (c) not use such Confidential Information for any purpose except to perform the Receiving Party's obligations, or exercise rights explicitly granted to the Receiving Party, under this Agreement.

Section 13.2 Permitted Disclosure. The Receiving Party may provide the Disclosing Party's or any of the Disclosing Party's Affiliates' Confidential Information:

(a) to the Receiving Party's Affiliates, and its and their respective employees, directors, officers, consultants, subcontractors, and advisors (including attorneys and accountants), who have a need to know such Confidential Information in order to perform the Receiving Party's obligations, or exercise rights expressly granted to the Receiving Party, under this Agreement and have an obligation to treat such information and materials as confidential under obligations of confidentiality and non-use no less protective than are those set forth in this Article XIII;

(b) to Regulatory Authorities in order to seek or obtain approval to conduct Clinical Trials, or to gain Regulatory Approval, with respect to any Licensed Product, as contemplated by this Agreement, but such disclosure may be made only following reasonable notice to the Disclosing Party and to the extent reasonably necessary to seek or obtain such approvals;

(c) to Third Parties acting on behalf of the Receiving Party, to the extent reasonably necessary for the Development, Manufacture, or Commercialization of Licensed Product in the Territory;

(d) to Third Parties requesting Clinical Trial data information regarding an Ongoing Trial, Ongoing IST, New IST, or Roche Trial (in each case, in accordance with the Receiving Party's then-current data sharing policy);

(e) solely with the Disclosing Party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed, to patent offices in order to seek or obtain Patents as contemplated by this Agreement;

(f) to any of the Receiving Party's actual or potential *bona fide* investors, merger partners, acquirers, or licensees, and their respective attorneys, consultants, and advisors, as may be necessary or useful in connection with their evaluation of such actual or potential investment, merger, acquisition, or license, as long as, in each case, such Third Party agrees to be bound by obligations of confidentiality and non-use no less protective than are those set forth in this Article XIII with respect to such Confidential Information; and

(g) if such disclosure is required by judicial order or applicable Law (including the rules and regulations of the SEC or any securities exchange on which securities issued by the Receiving Party or any of the Receiving Party's Affiliate are traded) or to defend or prosecute litigation or arbitration, as long, as prior to such disclosure, to the extent permitted by Law, the Receiving Party promptly notifies the Disclosing Party of such requirement, cooperates with the Disclosing Party to take whatever action the Disclosing Party may deem appropriate to protect the confidentiality of the information, and furnishes only that portion of the Disclosing Party's (or its applicable Affiliate(s)') Confidential Information that the Receiving Party is legally required to furnish.

Section 13.3 Publicity; Terms of this Agreement; Non-Use of Names.

(a) Public Announcements. Repare may issue a press release announcing the existence and selected key terms of this Agreement, in the form attached as Schedule 13.3(a). Following such initial press release, Roche may issue press releases in accordance with its internal policy. If Roche intends to make reference to Repare in any press release, Roche shall provide Repare with a copy of such draft press release at least [***] prior to its intended publication for Repare's review. Repare may provide Roche with suggested modifications to such draft press release, and Roche shall consider Repare's suggestions with respect to such press release in good faith. Following the initial press release, Repare and Roche shall work together to define appropriate communication channels, such as press releases and investor updates, to communicate the achievement of milestones and other activities under this Agreement, and the language contained in the Parties' press releases concerning this Agreement shall follow any guidelines that may be mutually developed by the Parties. Repare shall only issue press releases related to the activities contemplated by this Agreement that (i) consist of factual statements disclosing receipt of any Regulatory Approval of any Licensed Product, (ii) have been approved by Roche (such approval not to be unreasonably withheld, conditioned, or delayed), or (iii) are, in the reasonable opinion of Repare's legal counsel, required to comply with applicable Laws, including the rules and regulations promulgated by the SEC or any other Governmental Authority or securities exchange on which securities issued by Repare or any of its Affiliate are traded. In the circumstances set forth in clauses (i)-(iii) above, Repare shall, to the extent it is able to do so while complying with applicable Laws, provide Roche with a draft press release at least [***] prior to its intended publication for Roche's review. During such period, Roche shall (A) approve the draft press release and permit Repare to issue the press release, (B) contact Repare to discuss modifications to the draft press release, or (C) solely in the case of press releases that Repare desires to issue under clause (ii) above, contact Repare and disapprove the press release. If Roche asks for modifications of a press release that Repare desires to issue under clause (ii) above, then Repare shall either make such modifications or work with Roche to arrive at a press release that Roche approves. If Repare issues a press release

related to the activities contemplated by this Agreement without Roche's approval, then such press release must, in the reasonable opinion of Repare's legal counsel, be required to comply with applicable Laws. Notwithstanding the foregoing, before disclosing this Agreement or any of the terms hereof pursuant to this Section 13.3(a), the Parties shall coordinate in advance with each other in connection with the redaction of certain provisions of this Agreement (together with all exhibits and schedules) with respect to any filings with the SEC, London Stock Exchange, the UK Listing Authority, NYSE, NASDAQ, or any other securities exchange on which securities issued by a Party or a Party's Affiliate are traded (the "Redacted Version"), and each Party shall use Commercially Reasonable Efforts to seek confidential treatment for such terms as may be reasonably requested by the other Party, and the Parties shall use Commercially Reasonable Efforts to file redacted versions with applicable governing bodies that are consistent with the Redacted Version.

(b) Other Disclosures. Either Party may disclose the terms of this Agreement:

(i) to any actual or potential acquirer, assignee, licensee, licensor, investment banker, institutional investor, lender, or other financial partner, but such disclosure shall solely be of the Redacted Version, it being understood and agreed that, in connection with a proposed Change of Control with respect to such Party, only after negotiations with the proposed Third Party acquirer have progressed so that such Party reasonably and in good faith believes it is in the final round of negotiations with such Third Party regarding execution of a definitive agreement with such Third Party with respect to the proposed transaction may such Party provide an unredacted version of this Agreement to such Third Party; or

(ii) to Third Party attorneys, professional accountants, and auditors who are engaged by any licensor, licensee, acquiror, or lender and who are under obligations of confidentiality not to disclose the unredacted terms of this Agreement to such licensor, licensee, acquiror, or lender for the purpose of confirming such Party's compliance with the terms of its applicable agreement(s) with such licensor, licensee, acquiror, or lender.

Section 13.4 Publications. Each Party acknowledges that it is the other Party's policy for Clinical Trials and results thereof to be registered and published in accordance with such other Party's internal guidelines. Roche, in accordance with its internal policies and procedures, shall have the right (subject to the provisions set forth in this Section 13.4) to make Publications with respect to all Clinical Trials of Licensed Products and results thereof on the Clinical Trial registries that are maintained by or on behalf of Roche. Except with respect to Ongoing Trials (TRESR and ATTAC) (with respect to which Repare shall have the right to make Publications (subject to the provisions set forth in this Section 13.4)), Repare shall not make any Publication with respect to any Clinical Trial of any Licensed Product or results thereof on its Clinical Trial registry, but may provide a link to Roche's Clinical Trial registry on Repare's Clinical Trial registry. With respect to publications regarding Ongoing ISTs, such publications are governed by the IST contract(s) between Repare and the applicable investigator(s), but Repare will use reasonable efforts (which will not require Repare to pay any amounts or agree to any contractual concessions) to try to amend such agreements as needed to enable such publications to be subject to the terms of this Section 13.4. The Parties agree that neither Party nor any of either Party's Affiliates shall have the right to make any Publication except as provided herein. If either Party or any of either Party's Affiliates

desires to make a Publication, such Party or Affiliate (as applicable) must comply with the following procedure:

(a) Review by the Non-Publishing Party. The publishing Party shall provide the non-publishing Party with an advanced draft copy of the proposed Publication, and the non-publishing Party shall then have [***] prior to submission for any Publication ([***] in the case of an abstract or oral presentation) in which to review, provide comments on such Publication, including (i) delaying sufficiently long to permit the timely preparation and filing of a patent application or (ii) specifying changes the non-publishing Party reasonably believes are necessary to preserve any Patents or Know-How belonging (whether through ownership or license, including under this Agreement) in whole or in part to the non-publishing Party, and the publishing Party shall implement all such reasonable and timely comments provided by the non-publishing Party. If the non-publishing Party notifies (each such notice, a "Publishing Notice") the Publishing Party in writing, within [***] after receipt of the advanced draft copy of the proposed publication or presentation (or [***] in the case of oral presentations), that such publication or presentation, in its reasonable judgment, contains an invention, solely or jointly conceived or reduced to practice by the non-publishing Party, for which the non-publishing Party reasonably desires to obtain patent protection, the Publishing Party shall delay such publication for a period reasonably sufficient to permit the timely preparation and filing of a patent application(s) on such invention, but in no event more than [***] from the date of the Publishing Notice.

(b) Removal of Confidential Information. In addition, if the non-publishing Party informs the publishing Party that such Publication, in the non-publishing Party's reasonable judgment, discloses any Confidential Information of the non-publishing Party, such Confidential Information shall be deleted from the Publication.

(c) [***].

(d) Authorship. Each Party shall ensure that each of its Publications is consistent with ICMJE authorship criteria and any publication policy referenced in any applicable Clinical Trial protocol or included as an exhibit in any applicable Clinical Trial agreement with any applicable Clinical Trial site.

(e) Scientific Conferences. Each Party shall have the right to present its Publications approved pursuant to this Section 13.4 at scientific conferences, including at any conferences in any country in the world, subject to any reasonable conditions imposed by the non-publishing Party in its comments.

Section 13.5 Term. All obligations under Section 13.1, Section 13.2, Section 13.3, and Section 13.6 shall survive termination or expiration of this Agreement and shall expire [***] following termination or expiration of this Agreement.

Section 13.6 Return of Confidential Information.

(a) Obligations to Return or Destroy. Upon the expiration or termination of this Agreement, the Receiving Party shall return to the Disclosing Party or destroy (at the Disclosing

Party's election) all Confidential Information received by the Receiving Party or any of its Affiliates from the Disclosing Party or any of its Affiliates (and all copies and reproductions thereof) except to the extent required to be maintained by Regulatory Authorities or an administrative or court order (but any such retained copies may only be used or disclosed as required by such Regulatory Authorities or administrative or court order). In addition, the Receiving Party shall destroy:

(i) any notes, reports, or other documents prepared by the Receiving Party or any of its Affiliates that contain Confidential Information of the Disclosing Party or any of its Affiliates; and

(ii) any Confidential Information of the Disclosing Party or any of its Affiliates (and all copies and reproductions thereof) that is in electronic form or cannot otherwise be returned to the Disclosing Party.

(b) Electronic Back-Up Media. Nothing in this Section 13.6 shall require the alteration, modification, deletion, or destruction of archival tapes or other electronic back-up media made in the ordinary course of business, but the Receiving Party shall continue to be bound by its obligations of confidentiality and other obligations under this Article XIII with respect to any Confidential Information contained in such archival tapes or other electronic back-up media indefinitely.

(c) Retained Copies. Notwithstanding the foregoing in this Section 13.6:

(i) the Receiving Party's legal counsel may retain one copy of the Disclosing Party's (and its Affiliates') Confidential Information solely for the purpose of determining the Receiving Party's continuing obligations under this Article XIII; and

(ii) the Receiving Party may retain the Disclosing Party's (and its Affiliates') Confidential Information and its own notes, reports, and other documents:

(A) to the extent reasonably required (1) to exercise the rights and licenses of the Receiving Party expressly surviving expiration or termination of this Agreement; or (2) to perform the obligations of the Receiving Party expressly surviving expiration or termination of this Agreement; or

(B) to the extent it is impracticable to return or destroy such Confidential Information without incurring disproportionate cost.

Notwithstanding the return or destruction of the Disclosing Party's (and its Affiliates') Confidential Information, the Receiving Party shall continue to be bound by its obligations of confidentiality and other obligations under this Article XIII.

Section 13.7 Vicarious Responsibility. The Receiving Party shall be responsible for any action or omission by any disclosee of the Receiving Party that would breach this Article XIII if such action or omission were undertaken or not undertaken by the Receiving Party.

Section 13.8 Non-Use of Name. Neither Party shall use the name, symbol, trademark, trade name, or logo of the other Party or its Affiliates in any press release, publication, or other form of public disclosure without the prior written consent of the other Party, except for those disclosures for which consent has already been obtained.

Section 13.9 Information Security Incident.

(a) Notification. Each Party shall provide to the other Party written notice within [***] of such Party's confirmation of an Information Security Incident with respect to the other Party's Confidential Information. Such notice shall describe in reasonable detail the Information Security Incident, including the other Party's Confidential Information impacted, the extent of such impact, and any corrective action taken or to be taken by such Party. In addition, if a Party reasonably suspects (even if it has not confirmed) that an actual or attempted Information Security Incident has occurred with respect to the other Party's Confidential Information, then the Party shall promptly notify the other Party of such suspected actual or suspected Information Security Incident.

(b) Non-Disclosure. Except to the extent required by applicable Law, neither Party shall disclose any information related to an actual or suspected Information Security Incident of the other Party's Confidential Information to any Third Party without the other Party's prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed).

Article XIV
Representations and Warranties

Section 14.1 Mutual Representations. Repare and Roche each represents and warrants to the other Party, as of the Execution Date, that:

(a) Authority. Such Party is duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its formation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof.

(b) Consents. All necessary consents, approvals, and authorizations of all Governmental Authorities and other Persons required to be obtained by it as of the Execution Date in connection with the execution, delivery, and performance of this Agreement have been obtained, except for authorizations and consents that may be necessary under Antitrust Law.

(c) No Conflict. Notwithstanding anything to the contrary in this Agreement, the execution and delivery of this Agreement, the performance of such Party's obligations under this Agreement, and the licenses and sublicenses to be granted pursuant to this Agreement (i) do not and will not conflict with or violate any requirement of any applicable Laws existing as of the Execution Date and (ii) do not and will not conflict with, violate, breach, or constitute a default under any indenture, mortgage, deed of trust, lease, agreement, or other instrument, or any provision thereof, oral or written, to which such Party is a party or by which such Party or any of its Affiliates is bound, existing as of the Execution Date.

(d) Enforceability. This Agreement has been duly executed and delivered on behalf of such Party and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, and other similar laws affecting creditors' rights generally and by general principles of equity.

(e) Employee Obligations. To such Party's knowledge, none of such Party's employees, nor any of such Party's Affiliates' employees, who have been, are, or will be involved in the Collaboration under this Agreement are, as a result of the nature of such Collaboration to be conducted by the Parties, in violation of any covenant in any contract with any Third Party relating to non-disclosure of proprietary information, noncompetition, or non-solicitation.

Section 14.2 Additional Repare Representations. Repare represents and warrants to Roche, as of the Execution Date, as follows:

(a) Repare has disclosed to Roche (i) the results of all preclinical testing of Molecules and Licensed Products in its possession and Control and (ii) all information in its possession and Control concerning side effects, injury, toxicity, or sensitivity reaction with respect to Molecules and Licensed Products.

(b) Except as set forth in Schedule 14.2, Repare has all rights, authorizations, assignments, and consents necessary to grant all rights and licenses it purports to grant to Roche under this Agreement, including through joint ownership of certain data and potentially patentable inventions that arose from pre-clinical and clinical studies conducted under agreements between Repare and academic institutions or, solely with respect to combination therapy studies with the Lead Molecule, with non-academic Third Parties that Control the compounds that were used in such combination therapy studies, except for authorizations and consents that may be necessary under Antitrust Law.

(c) Except as set forth in Schedule 14.2, Repare has not granted any right or license to any Third Party under any Repare Intellectual Property that conflicts with or limits the scope of the rights or licenses granted to Roche hereunder.

(d) There are no claims, litigations, suits, actions, disputes, arbitrations, or legal, administrative, or other proceedings or governmental investigations pending or, to Repare's knowledge, threatened against Repare, and Repare is not a party to any judgment or settlement, which would be reasonably expected to adversely affect or restrict the ability of Repare to consummate the transactions contemplated under this Agreement or to perform its obligations under this Agreement, or which would materially and adversely affect the Repare Intellectual Property, or Repare's Control thereof, or any Licensed Product.

(e) To Repare's knowledge, the issued Repare Patents have been properly maintained and are not invalid or unenforceable, in whole or in part.

(f) None of the Repare Patents is subject to any pending re-examination, opposition, interference, or litigation proceeding or inter partes review, post grant review, or covered business methods review. Repare has no knowledge of the existence of any patent or

patent application owned by any Third Party that is reasonably likely to prevent Roche from making, having made, using, offering for sale, selling, or importing in the Territory the Licensed Product containing the Lead Molecule in the form Developed by Repare prior to the Effective Date.

(g) Neither Repare nor any of its Affiliates has granted any lien or security interest on any of the Repare Intellectual Property, and such intellectual property is free and clear of any mortgage, pledge, claim, security interest, covenant, easement, encumbrance, lien, or charge of any kind, in each case that would conflict or limit any of the rights granted to Roche hereunder.

(h) Schedule 14.2(h) contains a complete and accurate list of all Repare Patents as of the Execution Date, indicating any co-owner(s), if applicable. Except as set forth on Schedule 14.2(h), neither Repare nor any of its Affiliates owns or Controls any Patent that is necessary or, to Repare's reasonable belief as of the Execution Date, reasonably useful to Develop, Manufacture, or Commercialize any Licensed Product.

(i) Except as set forth in Schedule 14.2, Repare owns all of the Repare Intellectual Property, including through joint ownership of certain data and potentially patentable inventions that arose from pre-clinical and clinical studies conducted under agreements between Repare and academic institutions or, solely with respect to combination therapy studies with the Lead Molecule, with non-academic Third Parties that Control the compounds that were used in such combination therapy studies. The Repare Know-How is legitimately in the possession of Repare and has not been misappropriated from any Third Party. Repare has taken reasonable measures to protect the confidentiality of the trade secrets in the Repare Know-How.

Section 14.3 Additional Roche Representations. Roche represents and warrants to Repare, as of the Execution Date, as follows:

(a) Roche has all rights, authorizations, and consents necessary to grant all rights and licenses it purports to grant to Roche under this Agreement, except for authorizations and consents that may be necessary under Antitrust Law.

(b) There are no claims, litigations, suits, actions, disputes, arbitrations, or legal, administrative, or other proceedings or governmental investigations pending or, to Roche's knowledge, threatened against Roche, and Roche is not a party to any judgment or settlement, which would be reasonably expected to adversely affect or restrict the ability of Roche to consummate the transactions contemplated under this Agreement or to perform its obligations under this Agreement, or which would materially and adversely affect the Roche Intellectual Property, or Roche's Control thereof, or any Licensed Product.

Section 14.4 Covenants.

(a) Mutual Covenants. Each Party hereby covenants to the other Party that:

(i) all employees of such Party or any of its Affiliates, Licensee Partners, or Third Party Contractors conducting any activities under this Agreement will be under appropriate confidentiality and non-use obligations at least as protective of the other Party's Confidential

Information as are those contained in this Agreement and, to the extent permitted under applicable Law, the obligation to assign all right, title, and interest in and to their inventions, discoveries, and other Know-How arising from such activities, whether or not patentable, to such Party as the sole owner thereof;

(ii) neither such Party nor any of its Affiliates shall, during the Term, grant any right or license to any Third Party relating to any of the intellectual property rights it owns or Controls that would conflict with any of the rights or licenses granted to the other Party hereunder;

(iii) such Party and its Affiliates and Licensee Partners shall perform their activities pursuant to this Agreement in compliance (and shall ensure compliance by each of its (sub)contractors) in all material respects with all applicable Laws, including GCP, GLP, and GMP, as applicable;

(iv) such Party shall disclose to the other Party all material information that comes into its possession and Control concerning side effects, injury, toxicity, or sensitivity reaction with respect to Molecules and Licensed Products in accordance with the terms of the Pharmacovigilance Agreement.

Section 14.5 Disclaimer. Except as otherwise expressly set forth in this Agreement, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY PATENTS ARE VALID OR ENFORCEABLE, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Without limiting the generality of the foregoing, each Party 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 any technology or materials, including any Licensed Product; or (c) the validity, enforceability, or non-infringement of any intellectual property rights or technology it provides or licenses to the other Party under this Agreement.

Article XV
Indemnification; Product Liabilities

Section 15.1 Indemnification by Roche. Roche agrees, at Roche's cost and expense, to defend, indemnify, and hold harmless Repare and its Affiliates and their respective directors, officers, employees, and agents (the "Repare Indemnified Parties") from and against any Damages arising out of any Claim to the extent arising out of:

(a) any breach by Roche of any of its representations, warranties, or obligations under this Agreement;

(b) the negligence, willful misconduct, or violation of Law of Roche or any of its Affiliates, Licensee Partners, or Third Party Contractors in connection with Roche's performance of its obligations or exercise of its rights under this Agreement; or

(c) any activities related to any Molecule or Licensed Product (e.g., Product Liability Claims) conducted by or on behalf of Roche or any of its Affiliates or Licensee Partners;

in each case, except to the extent that Repare has an indemnification obligation pursuant to Section 15.2 for such Damages.

Section 15.2 Indemnification by Repare. Repare agrees, at Repare's cost and expense, to defend, indemnify, and hold harmless Roche and its Affiliates and their respective directors, officers, employees, and agents (the "Roche Indemnified Parties") from and against any Damages arising out of any Claim to the extent arising out of:

(a) any breach by Repare of any of its representations, warranties, or obligations under this Agreement;

(b) the negligence, willful misconduct, or violation of Law of Repare or any of its Affiliates, Licensee Partners, or Third Party Contractors in connection with Repare's performance of its obligations or exercise of its rights under this Agreement;

(c) except as may be provided in any executed Repare Trial Collaboration Agreement, any Ongoing Trial or Repare Trial; or

(d) any activities related to any Molecule or Licensed Product (e.g., Product Liability claims) conducted by or on behalf of Repare or any of its Affiliates or (sub)licensees;

in each case, except to the extent that Roche has an indemnification obligation pursuant to Section 15.1 for such Damages.

Section 15.3 Indemnification Procedures. In the event of any such Claim against any of the Roche Indemnified Parties or Repare Indemnified Parties (each, an "Indemnified Party"), as applicable, by any Third Party, such Indemnified Party shall promptly, and in any event within ten (10) Business Days, notify the applicable indemnifying Party (the "Indemnitor") in writing of the Claim. The Indemnitor shall have the right, exercisable by notice to the Indemnified Party within ten (10) Business Days after receipt of notice from the Indemnified Party of the Claim, to assume direction and control of the defense, litigation, settlement, appeal, or other disposition of the Claim (as long as such Claim is solely for monetary damages and the Indemnitor agrees to pay all Damages relating to such matter, as evidenced in a written confirmation delivered by the Indemnitor to the Indemnified Party) with counsel selected by the Indemnitor and reasonably acceptable to the Indemnified Party. Any failure to provide timely notice of a Claim by a Third Party shall not limit an Indemnified Party's right for indemnification hereunder except to the extent such failure results in actual prejudice to the Indemnitor. The Indemnified Parties shall cooperate with the Indemnitor and may, at their option and expense, be separately represented in any such action or proceeding. The Indemnitor shall not be liable for any litigation costs or expenses incurred by the Indemnified Parties without the Indemnitor's prior written authorization for so long as the Indemnitor controls such litigation. In addition, the Indemnitor shall not be responsible for the indemnification or defense of any Indemnified Party to the extent arising from any negligent or intentional acts by any Indemnified Party or the breach by such Indemnified Party of any representation, obligation, or warranty under this Agreement, or any Claim compromised or settled without the Indemnitor's prior written consent. The Indemnitor shall not settle any such Claim,

unless such settlement fully and unconditionally releases the Indemnified Party from all liability relating thereto, unless the Indemnified Party otherwise agrees in writing. Each Party shall use reasonable efforts to mitigate Damages indemnified under this Article XV.

Section 15.4 Shared Territory Damages. During the P/L Sharing Period, the Parties shall share in any Shared Territory Damages in accordance with Exhibit B. Such Shared Territory Damages shall be deemed to be Shared Development Costs (if incurred prior to the First Commercial Sale of the first Licensed Product containing the Lead Molecule in the U.S. Territory) or be included as Other Shared Expenses as part of the Profit & Loss Share (if incurred after the First Commercial Sale of the affected Licensed Product in the U.S. Territory). If either Party receives notice of a Claim that could lead to Shared Territory Damages, such Party shall inform the other Party in writing as soon as reasonably practicable and the Parties shall discuss a strategy on how to defend against such Claim.

Section 15.5 LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO A BREACH OF Article XIII, OR A PARTY'S LIABILITY PURSUANT TO SECTION 15.1 OR SECTION 15.2, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, OR OTHER INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR ANY LICENSE GRANTED HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

Section 15.6 Insurance. Each Party shall maintain, at its cost, insurance against liability and other risks associated with its activities and obligations under this Agreement, including its indemnification obligations hereunder, in such amounts, subject to such deductibles, and on such terms as are customary for the activities to be conducted by it under this Agreement. Each Party shall furnish to the other Party evidence of such insurance upon request.

Article XVI
Term and Termination

Section 16.1 Term. This Agreement shall become effective on the Effective Date and, unless earlier terminated pursuant to Section 16.2 or Section 18.5, shall remain in effect until it expires (the "Term") as follows:

(a) If Repare timely exercises the P/L Sharing Opt-In Right and the P/L Sharing End Date does not occur before the expiration of the Royalty Term for the Licensed Products containing the Lead Molecule in the U.S. Territory, this Agreement shall expire with respect to the Licensed Products containing the Lead Molecule in the Shared Territory on the P/L Sharing End Date. If Repare does not timely exercises the P/L Sharing Opt-In Right or if the P/L Sharing End Date occurs before the expiration of the Royalty Term for the Licensed Products containing Lead Molecule in the U.S. Territory, this Agreement shall expire in the U.S. Territory on a Licensed Product-by-Licensed Product basis on the date of the expiration of the Royalty Term with respect to such Licensed Product in the U.S. Territory.

(b) On a Licensed Product-by-Licensed Product and country-by-country basis in the License Territory, this Agreement shall expire on the date of the expiration of the Royalty Term with respect to such Licensed Product in such country.

(c) This Agreement shall expire in its entirety with respect to the License Territory only upon the expiration of all applicable Royalty Terms in the License Territory under this Agreement with respect to all Licensed Products in the License Territory.

For the avoidance of doubt, this Agreement shall not be effective until the Effective Date, and this Agreement may be subject to termination prior to the Effective Date as set forth in Section 17.1.

Section 16.2 Termination.

(a) Termination by Roche for Convenience. Roche shall have the right to terminate this Agreement, in its entirety or on a Licensed Product-by-Licensed Product or country-by-country basis, for convenience (x) prior to the first First Commercial Sale of the first Licensed Product in the Territory by providing [***] prior written notice to Repare and (y) following the first First Commercial Sale of the first Licensed Product in the Territory by providing [***] prior written notice to Repare. Notwithstanding anything to the contrary in the foregoing, [***] and (iii) if Roche terminates this Agreement with respect to any Licensed Product at a time in which Roche does not have a *bona fide* active Development or Commercialization Program for any other Licensed Product, then this Agreement shall terminate in its entirety.

(b) Termination for Material Breach. This Agreement may be terminated (x) in its entirety by either Party for the material breach of this Agreement by the other Party or (y) on a Licensed Product-by-Licensed Product or country-by-country basis for the material breach of this Agreement with respect to such Licensed Product or country (as applicable), in each case ((x) and (y)) if the breaching Party has not cured such material breach within [***] after the date of written notice to the breaching Party of such breach (or [***], in the case of Roche's or Repare's payment obligations under this Agreement) (the "Cure Period"), which notice shall describe such breach in reasonable detail and shall state the non-breaching Party's intention to terminate this Agreement pursuant to this Section 16.2(b). If the breaching Party has a *bona fide* dispute as to whether such breach occurred or has been cured, it will so notify the non-breaching Party, and the expiration of the Cure Period shall be tolled until such dispute is resolved pursuant to Section 18.1 or Section 18.2, as applicable. Upon a determination of breach or failure to cure, the breaching Party may have the remainder of the Cure Period to cure such breach. Any such termination of this Agreement under this Section 16.2(b) shall become effective at the end of the Cure Period, unless the breaching Party has cured such material breach prior to the expiration of such Cure Period or the non-breaching Party has withdrawn its termination. Notwithstanding anything to the contrary in the foregoing, [***].

(c) Termination for Insolvency. To the extent permitted by Law, this Agreement may be terminated by either Repare or Roche upon the filing or institution of bankruptcy, reorganization, liquidation, or receivership proceedings with respect to, or upon an assignment of a substantial portion of the assets for the benefit of creditors by, the other Party; except that,

in the event of any involuntary bankruptcy or receivership proceeding, such right to terminate shall only become effective if the non-terminating Party consents to the involuntary bankruptcy or receivership or such proceeding is not dismissed within ninety (90) days after the filing thereof.

(d) Termination for Patent Challenge. Except to the extent the following is unenforceable under the applicable Law of a particular jurisdiction where the applicable Repare Patents are pending or issued, if Roche or any of its Affiliates or Licensee Partners, without the prior written consent of Repare, voluntarily commences proceedings (whether before a regulatory or administrative body or a court) anywhere in the world, or requests that any Third Party commence, or voluntarily assists any Third Party in commencing or participating in, proceedings (whether before a regulatory or administrative body or a court) alleging that any claim in any Repare Patent is invalid, unenforceable, or otherwise not patentable, then (i) if Roche or its applicable Affiliate or Licensee Partner withdraws (or causes to be withdrawn) such challenge within [***] after being requested to do so by Repare in writing, Repare shall have no right to terminate this Agreement pursuant to this Section 16.2(d); or (ii) if such challenge is maintained or is not capable of being withdrawn and terminated, Repare shall have the right to terminate this Agreement on [***] written notice to Roche; except that Repare shall have no right to terminate this Agreement pursuant to this Section 16.2(d) if: [***]; (B) such proceedings are commenced or assisted by a Licensee Partner and Roche or its Affiliate promptly terminates such Licensee Partner's sublicense to any Repare Patent (in all cases within [***] of the commencement of such proceeding); (C) such proceedings are commenced or assisted by an Affiliate of Roche that first becomes such an Affiliate as a result of an acquisition of all or any part of Roche or any of its Affiliates, where such new Affiliate was participating in such proceedings prior to such acquisition; (D) [***]; or (E) [***].

Section 16.3 Effects Of Termination. Upon any termination of this Agreement, the following shall apply with respect to all licenses, Licensed Products, and countries, except with respect to any license, Licensed Product, or country with respect to which Roche's license has become fully paid-up and royalty-free pursuant to Section 11.3(d):

(a) Licenses and Re-Assignment. All licenses granted by Repare to Roche under Section 10.1(a), and all licenses granted by Roche to Repare under Section 10.1(b), shall terminate, in their entirety or with respect to the terminated country(ies) and Licensed Product(s), as applicable. Roche shall assign, and is hereby deemed to assign, to Repare, effective as of such termination, all Roche Development Intellectual Property that was assigned by Repare to Roche. Repare hereby grants to Roche, effective upon such re-assignment of such Roche Development Intellectual Property, a non-exclusive, worldwide, sublicensable (through multiple tiers), perpetual, fully paid-up right and license under the re-assigned Roche Development Intellectual Property as necessary or reasonably useful for any Development (but, for the avoidance of doubt, not for any Commercialization) activity.

(b) Continuation Election Notice. Upon any termination of this Agreement, if Repare desires to continue Development or Commercialization of Licensed Product(s), Repare shall give a Continuation Election Notice to Roche within [***] of the applicable notice of termination.

(i) Upon receipt of a timely Continuation Election Notice, and to the extent reasonably requested by Repare, Roche shall:

(A) provide to Repare a fair and accurate summary report of the status of Development, Manufacture, and Commercialization activities conducted by Roche with respect to the Molecules and Licensed Products within [***] of receipt of such Continuation Election Notice;

(B) grant (and is hereby deemed to grant) to Repare, effective upon termination of this Agreement, an exclusive, worldwide, sublicensable (through multiple tiers) right and license in the Field, under the Roche Intellectual Property, solely to Develop, Manufacture, have Manufactured, and Commercialize the terminated Licensed Product(s) and associated Molecule(s) in and for the terminated country(ies). For clarity, the licenses under this Section 16.3(b)(i)(B) shall not include any Patent or Know-How that Roche does not Control. On a Licensed Product-by-Licensed Product basis, Repare shall pay to Roche (in accordance with, and Repare shall comply with, and benefit from, the terms of Section 11.3(c) through Section 11.13 (excluding Section 11.3(c)(ii)); except that, if Repare grants a Third Party a license to Commercialize such Licensed Product, then, if any of Repare's royalties under such license are reduced due to lack of an applicable Valid Claim, then Roche's royalties from Repare on the corresponding sales of such Licensed Product by or on behalf of such Third Party would be reduced to the same degree) and all associated definitions, substituting "Repare" for "Roche" and "Roche" for "Repare," and otherwise *mutatis mutandis*) a running royalty of [***]. In addition, Repare shall be solely responsible for any payment owed by Roche to any Third Party licensor of any Roche Intellectual Property, and shall be responsible for complying with the terms of any license agreement with any such Third Party licensor, in each case, to the extent arising out of Repare's exercise of the license granted to Repare under this Section 16.3(b)(i)(B); except that Repare shall have, in its sole discretion, the right not to exercise, in the first instance, or terminate for any reason, its rights under this Section 16.3(b)(i)(B) as to any Patent or Know-How within the Roche Intellectual Property that was in-licensed by Roche.

(C) if any Clinical Trial of any terminated Licensed Product is being conducted at the time of the termination of this Agreement, assign all Clinical Trial agreements, to the extent such agreements have not been cancelled and are assignable (and, if Roche is required to pay any consideration in order to effect an assignment of any such agreement, Roche shall only assign such agreement to Repare if Repare agrees to pay such consideration);

(D) To the extent applicable, within a reasonable period of time after termination of this Agreement, each Party shall provide the other with a report of all amounts incurred or acquired by such Party that are subject to the Development Cost Share or the Profit & Loss Share through the effective date of termination for the purpose of calculating a final reconciliation of the Development Cost Share and Profit & Loss Share in accordance with Exhibit B. Each Party shall submit any supporting information reasonably requested by the other Party related to such amounts within [***] after the other Party's receipt of such request. The Parties, with the assistance of the JSC, shall conduct a final reconciliation of such costs and payments within [***] after receipt of all such supporting information, and an invoice shall be issued to the Party (if any) that owes the other Party a payment to accomplish the cost sharing or payment

envisioned under this Agreement pursuant to Section 11.4 and Exhibit B. The paying Party shall pay all amounts payable under any such invoice within [***] after its receipt of such invoice.

(E) promptly transfer and assign to Repare all of Roche's and its Affiliates' rights, title, and interests in and to the Product Trademark(s) for the terminated Licensed Product(s) (but not any Roche house marks or composite marks including a house mark) owned by Roche.

(F) after the effective date of termination, to the extent Roche has the right to do so as soon as reasonably practicable, transfer and assign to Repare all Regulatory Approvals and Regulatory Documentation with respect to the terminated Licensed Product(s) in the terminated country(ies) and a copy of all of the data comprising the global safety database for such Licensed Product(s), but Roche may retain such data and a single copy of such Regulatory Approvals and Regulatory Documentation for its records, and, if such Regulatory Approvals or Regulatory Documentation are necessary or useful for the Development, Manufacture, or Commercialization of any product other than the terminated Licensed Product(s) being transferred to Repare, in place of transferring or assigning the foregoing, Roche shall instead grant Repare a Right of Reference or Use with respect to such approvals or documentation with respect to such Licensed Product(s) in the terminated country(ies). All data shall be transferred in the form and format in which it is maintained by Roche. Original paper copies shall only be transferred if legally required. Roche shall not be required to prepare or finalize any new data, reports, or information under this Section 16.3(b)(i)(F) solely for purposes of transfer to Repare. Repare shall, upon transfer under this Section 16.3(b)(i)(F), have the right to disclose such filings, approvals, and data to (i) Governmental Authorities of the terminated country(ies) to the extent required or desirable to secure government approval for the Development, Manufacture, or Commercialization of the terminated Licensed Product(s) in the terminated country(ies), and to other Third Parties acting on behalf of Repare or any of its Affiliates or (sub)licensees, to the extent reasonably necessary for the Development, Manufacture, or Commercialization of the terminated Licensed Product(s) in the terminated country(ies);

(G) transfer to Repare all existing and available clinical quantities of the terminated Licensed Product(s) and associated Molecule(s) at Roche's manufacturing costs for such quantities;

(H) if any terminated Licensed Product is marketed in any terminated country on the date of the notice of termination of this Agreement, Roche shall use Commercially Reasonable Efforts to supply Repare and its Affiliates with comparable quantities of such Licensed Product in the form, formulation, and presentation as were being Commercialized immediately prior to termination of this Agreement under a Manufacturing transfer and transition plan for a period that shall not exceed [***] from the effective date of the terminations of this Agreement at a price to be agreed by the Parties in good faith, but in no event exceeding (i) Roche's Manufacturing Costs, if such Licensed Product is manufactured for Roche by a Third Party, or (ii) Roche's Manufacturing Costs plus a mark-up of [***], if Roche manufactures such Licensed Product itself, as calculated in accordance with Accounting Standards. Repare shall use Commercially Reasonable Efforts to take over the Manufacturing as soon as possible after the effective date of termination;

(I) transfer, or have transferred, to Repare or its designee, pursuant to a technology transfer plan to be mutually agreed by the Parties, acting reasonably and in good faith, all Know-How Controlled by Roche that is (1) necessary to Manufacture the terminated Licensed Product(s) as Manufactured by or on behalf of Roche and its Affiliates prior to termination of this Agreement or (2) has been incorporated in regulatory documentation submitted to a Regulatory Authority in support of Development or Commercialization of the terminated Licensed Product(s), and Roche shall, for a period of [***] from the start of such technology transfer, provide reasonable assistance in connection with the transfer of such Know-How to Repare or its designee; and

(J) in the event Roche was utilizing a Third Party manufacturer to Manufacture the terminated Licensed Product(s), to the extent permitted by the terms of such contract, promptly assign to Repare the manufacturing agreements with such Third Party with respect to such Licensed Product(s).

In addition, the provisions of Section 12.2 through Section 12.9 shall terminate, Repare will have the first right (but not the obligation) to Prosecute each Joint Collaboration Patent, and Roche shall provide reasonable assistance to Repare, and shall cooperate with Repare, in connection with the transition of Prosecution responsibilities to Repare for each Joint Collaboration Patent, including execution of such documents as may be necessary to effect such transition.

(c) Obligations Related to Ongoing Activities. If Repare provides a timely Continuation Election Notice, then, from the date of notice of termination until the effective date of termination, Roche shall, at Repare's request, continue activities, including preparatory activities, ongoing as of the date of notice of termination with respect to the terminated Licensed Product(s) and terminated country(ies). However, Roche shall not be obliged to initiate any new activities not ongoing at the date of notice of termination. After the effective date of termination, Roche shall have no obligation to perform or complete any activities, or to make any payments for performing or completing any activities under this Agreement, with respect to the terminated Licensed Product(s) and terminated country(ies), except as expressly stated herein. Notwithstanding the foregoing, upon the request of Repare, Roche shall Complete any Clinical Trial of the terminated Licensed Product(s) that is being conducted under its IND for the terminated Licensed Product(s) and is ongoing as of the effective date of termination, as long as both Repare and Roche, in their reasonable judgment, have concluded that Completing such Clinical Trial does not present an unreasonable risk to patient safety; except that:

(i) Roche shall have no obligation to recruit or enroll any additional patients for such Clinical Trial after the date of termination of this Agreement; and

(ii) Repare shall reimburse Roche for all of its Development Costs that arise after the effective date of termination of this Agreement in completing such Clinical Trial.

(d) Direct License. Irrespective of anything to the contrary in this Agreement:

(i) each Compulsory Sublicense shall become a direct license from Repare, to the extent required by applicable Law;

(ii) [***] shall, upon the written request of Roche, become a direct license from Repare, in each case ((X) and (Y)) as long as (A) such Licensee Partner is not then in breach of its sublicense agreement, (B) in the case of termination by Repare for breach by Roche, such Licensee Partner and any downstream Licensee Partner(s) did not cause the breach that gave rise to the termination by Repare, (C) in the case of termination for a payment breach relating to such Licensee Partner's territory, such payment breach has been cured, (D) such Licensee Partner is diligently Developing or Commercializing the Licensed Products in the country(ies) in which such Licensee Partner has a sublicense, (E) such Licensee Partner agrees to be bound directly to Repare under the terms and conditions of such sublicense agreement [***]

(iii) [***], become a direct license from Repare, as long as (A) such Licensee Partner is not then in breach of its sublicense agreement, (B) in the case of termination by Repare for breach by Roche, such Licensee Partner and any downstream Licensee Partner(s) did not cause the breach that gave rise to the termination by Repare, (C) in the case of termination for a payment breach relating to such Licensee Partner's territory, such payment breach has been cured, (D) such Licensee Partner is diligently Developing or Commercializing the Licensed Products in the country(ies) in which such Licensee Partner has a sublicense, (E) such Licensee Partner agrees to be bound directly to Repare under the terms and conditions of such sublicense agreement [***].

(e) Ancillary Agreement. Unless otherwise agreed by the Parties, the termination of this Agreement in its entirety shall cause the automatic termination of all ancillary agreements related hereto, if any.

(f) Companion Diagnostics. If Repare desires to have access to any Companion Diagnostic associated with any terminated Licensed Product following termination of this Agreement, it shall notify Roche accordingly in the Continuation Election Notice, and Roche shall use good faith efforts to provide Repare with such access.

(g) Limitations on Grant-Backs; Transfer Expenses. For purposes of clarity, irrespective of anything to the contrary in this Agreement:

(i) All transfers and licenses from Roche to Repare (or other obligations of Roche) under this Section 16.3 are solely with respect to Licensed Product(s) that are not Combination Product(s) or, subject to Section 16.3(f), diagnostic product(s). Such transfers, licenses, and obligations do not extend to other therapeutically active ingredients or products, even if physically mixed, combined, or packaged together with a Licensed Product, and even if a Licensed Product is intended (according to the investigation plan, proposed labeling, or actual labeling, as applicable) for use with such other therapeutically active ingredients or products.

(ii) In connection with research studies, Clinical Trials, or other activities associated with the Development and Commercialization of Licensed Products, Roche may have collected (A) personally identifiable information about individual human subjects or (B) human biological samples (collectively, "PII/Samples"). Legal and contractual restrictions may apply to such PII/Samples. Roche shall have no obligation to transfer such PII/Samples unless necessary for the continued development of the terminated Licensed Product(s), in which case Roche shall not be obliged to transfer any PII/Samples that Roche in good faith believes would be prohibited or would subject Roche to potential liability by reason of applicable Law, contractual restrictions,

or insufficient patient consent. If Roche transfers any such PII/Samples, the Parties will enter into the relevant agreements under applicable data privacy laws (such as a data transfer agreement) when required. Upon the transfer of such PII/Samples by Roche, Repare shall use such PII/Samples for the sole purpose of Developing and Commercializing the Licensed Products, and Repare shall be responsible for the correct and lawful use of the PII/Sample in compliance with the applicable data protection laws, the informed consent forms, and privacy notices (including potential re-consenting of the patients at Repare's costs if the legal basis for the processing of the patients' data was their explicit consent).

(iii) [***].

(iv) Unless otherwise agreed to by the Parties, transfer of physical materials that are required under this Section 16.3 shall be delivered by international courier FCA (location where materials stored at time of transfer) Incoterms 2020.

(v) Repare may not use any documents or materials provided by Roche as part of the license or transfer to Repare under this Section 16.3 as evidence in any legal proceedings against Roche unless Repare has also obtained such documents or materials through means other than as part of the license or transfer to Repare under this Section 16.3.

Section 16.4 Survival. Upon any termination or expiration of this Agreement, unless otherwise specified in this Agreement and except for any rights or obligations that have accrued prior to the effective date of termination or expiration, all rights and obligations of each Party under this Agreement shall terminate, except that Article I, Section 10.8, Section 10.9, Section 11.3(d), Section 11.6 (for [***] following the termination or expiration of this Agreement), Section 11.7 (for [***] following the termination or expiration of this Agreement), Section 11.8 through Section 11.13 (in relation to any payment obligations accrued prior to expiration or termination), Section 12.1, Section 13.5, Section 15.1 through Section 15.5, Section 16.3 through Section 16.6, and Section 18.2 through Section 18.20 shall survive any such termination or expiration of this Agreement.

Section 16.5 Termination a Nonexclusive Remedy. Termination of this Agreement shall be in addition to, and shall not prejudice, the Parties' remedies at law or in equity, including the Parties' ability to receive legal damages or equitable relief with respect to any breach of this Agreement, regardless of whether or not such breach was the reason for the termination.

Section 16.6 Accrued Liabilities. Except as otherwise specifically provided herein, expiration or termination of this Agreement shall not relieve either Party of any liability or obligation that accrued hereunder prior to the effective date of such expiration or termination, 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.

Article XVII
Government Approvals

Section 17.1 Government Approvals.

(a) Antitrust Filings. Each of Repare and Roche shall promptly (and with respect to filings under the HSR Act, within [***] after the Execution Date) make any required filings under any Antitrust Laws with respect to the transactions contemplated under this Agreement (the "Antitrust Filings"). The Parties shall cooperate with one another to the extent necessary in the preparation of each such Antitrust Filing. Each Party shall be responsible for its own costs and expenses associated with each Antitrust Filing; except that the Parties shall equally share all filing fees required to be paid to any Governmental Authority in connection with making each such Antitrust Filing. Unless otherwise agreed by the Parties in writing, this Agreement shall terminate (i) at the election of any Party, immediately upon notice to the other Party, in the event that the FTC or DOJ obtains a preliminary injunction, or obtains or issues a final order under any Antitrust Law enjoining the transactions contemplated by this Agreement, or (ii) at the election of any Party, immediately upon notice to the other Party, in the event that the Effective Date shall not have occurred on or prior to [***] after the filing date of the first Antitrust Filing submitted in relation to this Agreement. Notwithstanding anything to the contrary contained herein, except for this Section 17.1 and the terms and conditions referenced in it, none of the terms and conditions contained in this Agreement shall be effective until the Effective Date.

(b) Efforts. Each of Repare and Roche shall use Commercially Reasonable Efforts to address any question and eliminate any concern on the part of any Governmental Authority regarding the legality of this Agreement, including cooperating in good faith with any Governmental Authority investigation, promptly producing any documents and information and providing witness testimony if reasonably requested by any applicable Governmental Authority. Notwithstanding anything to the contrary in this Agreement, this Section 17.1 and the term "Commercially Reasonable Efforts" do not require that any Party (i) offer, negotiate, commit to, or effect, by consent decree, hold separate order, trust, or otherwise, the sale, divestiture, license, or other disposition of any capital stock, assets, rights, products, or businesses of Repare, Roche, or any of their respective Affiliates, (ii) agree to any restrictions on the businesses of Repare, Roche, or any of their respective Affiliates, or (iii) pay any amount or take any other action to prevent, effect the dissolution of, vacate, or lift any decree, order, judgment, injunction, temporary restraining order, or other order in any suit or proceeding that would otherwise have the effect of preventing or delaying the transactions contemplated by this Agreement.

(c) Cooperation. Each of Repare and Roche shall, in connection with each Antitrust Filing, (i) reasonably cooperate with each other in preparing and responding to any communication, filing, or submission, including any proceeding initiated by a private party; (ii) keep the other Party or its counsel informed of any substantive communication received by such Party from, or given by such Party to, any Governmental Authority and of any communication received or given in connection with any proceeding by a private party, in each case regarding the transactions contemplated by this Agreement; (iii) consult with each other in advance of any meeting or conference with any Governmental Authority or, in connection with any proceeding

by a private party, with any other Person, and, to the extent permitted by such Governmental Authority or applicable Law, give the Parties or their counsel the opportunity to attend and participate in such meetings and conferences; and (iv) permit the other Party or its counsel to review in advance any substantive submission, filing, or communication (and documents submitted therewith) intended to be given by it to any Governmental Authority, considering in good faith the views of the other Party and incorporating its reasonable comments; except that materials may be redacted to remove references concerning sensitive, confidential information or to preserve any privilege. Repare and Roche, as each deems advisable and necessary, may reasonably designate any competitively sensitive material to be provided to the other Party under this Section 17.1(c) as "Antitrust Counsel Only Material." Such materials and the information contained therein shall be given only to the outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient unless express permission is obtained in advance from the source of the materials (Repare or Roche, as the case may be) or its legal counsel.

(d) Assistance Unrelated to Antitrust Law. Subject to this Section 17.1, Repare and Roche shall cooperate and use Commercially Reasonable Efforts to make all other registrations, filings, and applications, to give all notices, and to obtain as soon as practicable all governmental or other consents, transfers, approvals, orders, qualifications, authorizations, permits, and waivers, if any, and to do all other things necessary or desirable for the consummation of the transactions as contemplated hereby.

(e) No Further Obligations. If this Agreement is terminated pursuant to this Section 17.1, then, notwithstanding any provision in this Agreement to the contrary, no Party shall have any further obligation to the other Party with respect to the subject matter of this Agreement.

Article XVIII
Miscellaneous

Section 18.1 Dispute Resolution. Except for any disagreements that are resolved in accordance with Section 2.2, the Parties agree that any dispute arising with respect to the interpretation, enforcement, termination, or invalidity of this Agreement (each, a "Dispute") shall first be presented to the Parties' respective Executive Officers for resolution. If the Parties are unable to resolve a given Dispute pursuant to this Section 18.1 after discussions between the Executive Officers within [***] after referring such Dispute to the Executive Officers, either Party may, at its sole discretion, seek resolution of such matter in accordance with Section 18.2.

Section 18.2 Submission to Arbitration for Resolution; Waiver of Jury Trial. Subject to Section 18.1, the Parties hereby irrevocably and unconditionally consent to have any action, suit, or proceeding (other than appeals therefrom) arising out of or relating to this Agreement (including any Dispute) exclusively and finally settled by arbitration in accordance with the commercial arbitration rules of the International Chamber of Commerce as in force at the time when initiating the arbitration. The tribunal shall consist of three arbitrators appointed in accordance with said rules. The place of arbitration shall be New York, New York. The language to be used shall be

English. Any arbitration proceeding hereunder shall be confidential and the arbitrators shall issue appropriate protective orders to safeguard each Party's Confidential Information. Except as required by applicable Law, neither Party shall make (or instruct the arbitrators to make) any public announcement with respect to the proceedings or decision of the arbitrators without prior written consent of the other Party. The existence of any dispute submitted to arbitration, and the award, shall be kept in confidence by the Parties and the arbitrators, except as required in connection with the enforcement of such award or as otherwise required by applicable Law. Notwithstanding anything to the contrary in this Agreement, any and all issues regarding the scope, construction, validity, or enforceability of any Patent shall be determined in a court of competent jurisdiction under the local patent laws of the jurisdiction having issued such Patent.

Section 18.3 Governing Law. This Agreement and all questions regarding its validity or interpretation, or the performance or breach of this Agreement, shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without reference to conflicts of laws principles.

Section 18.4 Assignment.

(a) Generally. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the other Party's written consent, assign this Agreement in its entirety to (i) an Affiliate of such Party or (ii) a Third Party that acquires, by or otherwise in connection with, merger, sale of assets, or otherwise, all or substantially all of the assets or business of the assigning Party to which the subject matter of this Agreement relates, as long as the assignee agrees in writing to assume all of the assigning Party's obligations under this Agreement. The assigning Party will remain responsible for the performance by its assignee of this Agreement or any obligations hereunder so assigned.

(b) All Other Assignments Null and Void. The terms of this Agreement will be binding upon and will inure to the benefit of the successors, heirs, administrators, and permitted assigns of the Parties. Any purported assignment in violation of this Section 18.4 will be null and void *ab initio*.

Section 18.5 Debarment. Repare represents and warrants that neither Repare nor any of Repare's employees has ever been debarred under 21 U.S.C. §335a, disqualified under 21 C.F.R. §312.70 or §812.119, or sanctioned by a Federal Health Care Program (as defined in 42 U.S.C §1320 a-7b(f)), including the federal Medicare or a state Medicaid program, or debarred, suspended, excluded, or otherwise declared ineligible from any other similar federal or state agency or program. In the event Repare or an employee of Repare receives notice of debarment, suspension, sanction, exclusion, ineligibility, or disqualification under the above-referenced statutes, Repare shall immediately notify Roche in writing, and Roche shall have the right, but not the obligation, to terminate this Agreement, effective immediately.

Section 18.6 Effects of Change of Control.

(a) If a Party undergoes a Change of Control, then such Party (the "Acquired Party") shall provide written notice to the other Party (the "Non-Acquired Party") promptly (but in any event shall notify the Non-Acquired Party within [***]) after completion of such Change of Control.

(b) Neither the Person acquiring (directly or indirectly) the Acquired Party nor any Affiliate of such Person immediately before such Change of Control will utilize any of the Non-Acquired Party's Confidential Information for the Development or Commercialization of any molecule or product for the treatment of any Indication for which a Licensed Product is being Developed or Commercialized.

(c) Notwithstanding anything to the contrary in this Agreement, if a Party undergoes a Change of Control, then any technology or intellectual property rights owned, licensed, or otherwise controlled by the Person acquiring such Party or any of such acquiring Person's Affiliates (other than one of the Parties or any Affiliate of a Party immediately before such Change of Control) shall not be included in the technology and intellectual property rights licensed to the other Party hereunder to the extent held by such acquiring Person or its Affiliates (other than the relevant Party to this Agreement or any Affiliate of a Party immediately before such Change of Control) prior to such transaction, or to the extent such technology or intellectual property rights are developed or acquired by such acquiring Person or any of its Affiliates outside the scope of activities conducted hereunder and without use of or reference to any technology or intellectual property rights of the acquired Party (or any Affiliate of such Party immediately before such Change of Control) that are specific to Molecules, or intellectual property rights of the other Party or any of such other Party's Affiliates that are licensed or otherwise provided to the acquired Party under this Agreement.

Section 18.7[***].

Section 18.8 Force Majeure. If the performance of any part of this Agreement by a Party is prevented, restricted, interfered with, or delayed by a Force Majeure Event, such Party shall, upon giving written notice to the other Party, be excused from such performance to the extent of such prevention, restriction, interference, or delay. However, the affected Party shall use its Commercially Reasonable Efforts to avoid or remove such causes of non-performance, shall provide prompt written notice to the other Party once such causes are removed, and shall continue performance with the utmost dispatch whenever such causes are removed. Any deadline or time period affected by such Force Majeure Event shall be extended automatically by the number of days equal to the number of days that such Force Majeure Event persisted. If a Force Majeure Event persists for more than [***], the Parties will negotiate in good faith any modifications of the terms of this Agreement that may be necessary to arrive at an equitable solution, unless the Party affected by the Force Majeure Event has set out a reasonable timeframe and plan to resolve the effects of such Force Majeure Event and executes such plan within such timeframe.

Section 18.9 Notices. Unless otherwise agreed by the Parties or specified in this Agreement, all notices required or permitted to be given under this Agreement shall be in writing and shall be sufficient if: (a) personally delivered; (b) sent by registered or certified mail (return receipt requested and postage prepaid); or (c) sent by express courier service providing evidence

of receipt and postage prepaid where applicable to the address for a Party set forth below, or such other address for a Party as may be specified in writing by like notice:

[***]	[***]
[***]	[***]

Any such notices shall be effective upon receipt by the Party to whom it is addressed.

Section 18.10 Waiver. Except as otherwise expressly provided in this Agreement, any term of this Agreement may be waived only by a written instrument executed by duly authorized representatives of the Party waiving compliance. The delay or failure of any Party at any time to require performance of any provision of this Agreement shall in no manner affect such Party's rights at a later time to thereafter enforce such provision. No waiver by any Party of any condition or term in any one or more instances shall be construed as a further or continuing waiver of such condition or term or of another condition or term.

Section 18.11 Severability. If any provision of this Agreement should be invalid, illegal, or unenforceable in any jurisdiction, the Parties shall negotiate in good faith a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions of this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. If the Parties cannot agree upon a substitute provision, the invalid, illegal, or unenforceable provision of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid, illegal, or unenforceable provision is of such essential importance to this Agreement that it is to be reasonably assumed that the Parties would not have entered into this Agreement without the invalid, illegal, or unenforceable provision.

Section 18.12 Entire Agreement. This Agreement (including the Exhibits and Schedules attached hereto) constitutes the entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, either written or oral, between the Parties with respect to such subject matter, including the Confidentiality Agreement. There are no covenants, promises, agreements, warranties, representations, conditions, or understandings, either oral or written, between the Parties with respect to such subject matter other than as set forth herein.

Section 18.13 Modification. No modification, amendment, or addition to this Agreement, or any provision hereof, shall be effective unless reduced to writing and signed by duly authorized representatives of each Party. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance, or any other matter not set forth in an agreement in writing and signed by duly authorized representatives of each Party.

Section 18.14 Independent Contractors; No Intended Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be deemed or construed to create any relationship of employer and employee, agent and principal, partnership, or joint venture between the Parties. Each Party is an independent contractor. No Party shall assume, either directly or indirectly, any liability of or for the other Party. No Party shall have any express or implied right

or authority to assume or create any obligations on behalf of, or in the name of, the other Party, nor to bind the other Party to any contract, agreement or undertaking with any Third Party. There are no express or implied third party beneficiaries hereunder.

Section 18.15 Interpretation; Construction. The captions to the several Articles and Sections of this Agreement are included only for convenience of reference and shall not in any way affect the construction of, or be taken into consideration in interpreting, this Agreement. In this Agreement, unless the context requires otherwise, (a) the words "including," "include," "includes," "such as" and "*e.g.*" shall be deemed to be followed by the phrase "without limitation" or like expression, whether or not followed by the same; (b) references to the singular shall include the plural and vice versa; (c) references to masculine, feminine, and neuter pronouns and expressions shall be interchangeable; (d) the words "herein" or "hereunder" relate to this Agreement; (e) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or" unless preceded by the word "either" or other language indicating the subjects of the conjunction are, or are intended to be, mutually exclusive; (f) the word "will" shall be construed to have the same meaning and effect as the word "shall"; (g) all references to "dollars" or "$" herein shall mean U.S. Dollars; and (h) a capitalized term not defined herein but reflecting a different part of speech from that of a capitalized term which is defined herein shall be interpreted in a correlative manner. Each Party represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption will apply against the Party which drafted such terms and provisions.

Section 18.16 Performance by Affiliates. A Party may perform any obligation this Agreement imposes on such Party through any of such Party's Affiliates. All applicable terms and conditions of this Agreement shall apply to any such Affiliate to the same extent as such terms and conditions apply to such Party. To the extent that this Agreement imposes obligations on Affiliates of a Party, such Party agrees to cause its Affiliates to perform such obligations. Each Party shall remain fully liable for any acts or omissions of any of its Affiliates in breach of this Agreement.

Section 18.17 Counterparts; eSignature. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a claim or defense with respect to the formation of a contract, and each Party forever waives any such claim or defense, except to the extent that such claim or defense relates to lack of authenticity. Furthermore, the Parties agree that execution of this Agreement by eSignature (as defined below) shall have the same legal force and effect as the exchange of original signatures. For purposes of this Agreement, "e-Signature" means a signature that consists of one or more letters, characters, numbers, or other symbols in digital form incorporated in, attached to, or associated with the electronic document, as long as (a) such signature is unique to the person executing the signature; (b) the technology or process used to make the signature is under the sole

control of the person making the signature; (c) the technology or process used to make the signature can be used to identify the person using the technology or process; and (d) the electronic signature can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to, or associated with the electronic document.

Section 18.18 Certain US Federal Income Tax Treatment. Pursuant to Section 18.14, this Agreement is not intended, nor shall be deemed or construed, to create any relationship of employer and employee, agent and principal, legal partnership, or joint venture between the Parties. However, if Repare decides to exercise the P/L Sharing Opt-In Right, the Parties shall cooperate in good faith to determine the tax treatment of such exercises in accordance with applicable Law, and will negotiate in good faith to enter in any agreements advisable or necessary to implement such tax treatment, and the Parties' agreement on such structure shall be attached to this Agreement as Exhibit C.

Section 18.19 Equitable Relief. Notwithstanding anything to the contrary herein, the Parties shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any breach of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

Section 18.20 Further Assurances. Each Party shall execute, acknowledge, and deliver such further instruments, and do all such other acts, as may be necessary or appropriate in order to carry out the expressly stated purposes and the clear intent of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Collaboration and License Agreement as of the Execution Date.

REPARE THERAPEUTICS INC.

By: /s/ Lloyd M. Segal
Name: Lloyd M. Segal
Title: President and CEO

By: /s/ Steve Forte
Name: Steve Forte
Title: Executive Vice President and CFO

HOFFMANN-LA ROCHE INC.

By: /s/ John Parise
Name: John Parise
Title: Authorized Signatory

F. HOFFMANN-LA ROCHE LTD

By: /s/ James Sabry
Name: James Sabry
Title: EVP, Head of Roche Pharma Partnering

By: /s/ Hannah Boehm
Name: Hannah Boehm
Title: Legal Counsel

Exhibit A

[***]

Exhibit B

Financials for P/L Sharing Period

1. [***]

2. Development Costs Sharing

All Shared Development Costs by either Party after the start of the P/L Sharing Opt-In Period or by Roche in conducting the Trigger Trial shall be borne by the Parties in accordance with the Development Cost Share. As between the Parties, Roche shall solely bear all Roche Development Expenses. Shared Development Costs shall initially be borne by the Party incurring the applicable costs or expenses, subject to reimbursement in accordance with Section 3(e) Exhibit B.

3. Reporting and Payment for Development Costs Share

(a) On a quarterly basis within [***] following the end of each Calendar Quarter, Roche shall provide Repare Party a report of the actual amounts of Shared Development Costs incurred by such Party during such Calendar Quarter (and, solely with respect to the first such Calendar Quarter, the Shared Development Costs incurred by Roche in conducting the Trigger Trial).

(b) Each Party shall submit any supporting information or clarifications reasonably requested by the other Party related to such Shared Development Costs included in such Party's report within [***] after such Party's receipt of such request. The Parties, with the assistance of the JSC, shall conduct a reconciliation of Shared Development Costs for the subject Calendar Quarter within [***] after receipt of all such supporting information.

(c) In any event, no later than [***] after the end of the subject Calendar Quarter, and an invoice shall be issued to Repare (if any) for its full share of the Shared Development Costs for such Calendar Quarter so that each of the Parties bears its Development Cost Share after giving effect to such payment for such Calendar Quarter.

(d) Repare shall pay all amounts payable under any such invoice within [***] after its receipt of such invoice. Each Party (A) shall maintain records of Shared Development Costs incurred by such Party in accordance with Section 11.6 and (B) shall have the right to request an audit of such records of the other Party in accordance with the procedures set forth in Section 11.7.

4. Profit and Losses Sharing

The Parties agree that Roche will bear and be entitled to fifty percent (50%), and Repare will bear and be entitled to fifty percent (50%), of Operating Profits or Losses with respect to the Commercialization of Licensed Products in the U.S. Territory ("**Profit & Loss Share").** When Net Sales exceed Allowable Commercialization Expenses, then there is a "Net Profit", and when Allowable Commercialization Expenses exceeds Net Sales, then there is a "Net Loss".

5. Principles of Operating Profits or Losses Calculation

(a) The presentation of results of operation of the Parties with respect to Licensed Products for U.S. Administration will be based on each Party's respective financial information presented separately and on a consolidated basis in the reporting format depicted as follows:

Illustrative Example Quarterly Operating Profits or Losses Calculation

[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

(a) It is the intention of the Parties to interpret definitions to be consistent with this Exhibit B and Accounting Standards, with "Operating Profits or Losses" being calculated in accordance with Roche's or Repare's, as applicable, then current Accounting Standards practices (Roche, in its sole discretion, may adopt the same cost methodology as adopted by Repare in accordance with its then current Accounting Standards practices solely for purposes of recording costs incurred by Roche under this Exhibit B). Where such costs will be determined based on either Party's system of cost or project accounting, each Party shall provide reasonable supporting documentation, as may be requested by the other Party, to ensure that each Party's methodologies are reasonable and consistently applied. To the extent that such costs are not readily determinable based on the respective Party's system of cost or project accounting, the JSC (or a Subcommittee designated by the JSC) will develop a reasonable methodology for determining such costs. Reasonable methodologies may include a standard rate or some other appropriate basis for allocating costs. For billing and reporting, the statement of operations will be translated into U.S. Dollars in accordance with this Agreement.

(b) If necessary, a Party will make the appropriate adjustments to the financial information it supplies under this Exhibit B to conform to the above format of reporting results of operation.

(c) All U.S. Territory Annual Net Sales of Licensed Products will be booked by Roche.

(d) There shall be no double counting of any expenses or income in determining the Operating Profits or Losses under this Exhibit B.

(e) All employee Commercialization expenses shall be calculated in accordance with the FTE Rate.

6. Reporting and Payment for Operating Profits or Losses

a. The fiscal year for the purposes of reporting and other activities undertaken by the Parties pursuant to this Exhibit B will be a Calendar Year. Unless the schedule of such reporting is altered by the JSC, reporting by each Party for revenues and expenses will be as set forth in this Paragraph 5 of this Exhibit B.

b. Each Party shall, (i) within [***] following the end of each Calendar Quarter provide to the other Party a good faith estimate of the Operating Profits or Losses that will be due for such Calendar Quarter and (ii) within [***] after the end of each Calendar Quarter submit to the other Party a detailed statement showing the consolidated results and calculations of the Operating Profits or Losses that will be due for such Calendar Quarter and cash settlement required in a format agreed to by the Parties (each, a "**Report").** These Reports should include the elements of the Operating Profits or Losses calculation, including Net Sales and Allowable Commercialization Expenses incurred by such Party during such Calendar Quarter. Such report will specify all expenses in reasonable detail included in Allowable Commercialization Expenses and, with respect to Reports provided by Roche, will specify in reasonable detail all deductions allowed and taken in the calculation of Net Sales.

c. Each Party shall submit any supporting information or clarifications reasonably requested by the other Party related to such Report within [***] after such Party's receipt of such request.

d. In any event, no later than [***] after the end of the subject Calendar Quarter, the following remittances will be paid as set forth below:

(i) if there is a Net Profit for a Licensed Product in such Calendar Quarter, then Roche will pay to Repare a reconciling payment amount equal to Repare's portion of the Net Profit for such Calendar Quarter within [***] after providing the consolidated financial statement to Repare; or

(ii) if there is a Net Loss for a Licensed Product in such Calendar Quarter, then Roche will invoice Repare for the amounts due to Licensee as a result of reconciliation. Payment by Repare will be due [***] after receiving such an invoice from Roche, as described in Section 3d.

In the event any payment is made after the date specified in Paragraph 3(d) of this Exhibit B, the paying Party will pay the past-due amounts with interest from the date originally due as provided in Section 11.11 of this Agreement (subject to the proviso therein regarding disputed payments).

In the event any overpayment of any amounts specified in in Paragraph 3(d) of this Exhibit B is made, the Party receiving such overpayment will refund such overpayment amounts to the paying Party.

6. Start of Operations and Effective Accounting Date Termination.

a. Operation of the Operating Profits or Losses will be deemed to have commenced on the first day of the P/L Sharing Opt-In Period. Except as otherwise provided herein, costs and expenses incurred prior to such date are not chargeable to the Operating Profits or Losses.

b Unless otherwise set forth in this Agreement, for reporting and accounting purposes with respect to the Operating Profits or Losses, the effective termination date of this Agreement with regard to the last detailing year for all Licensed Products will be the end of the month in which such termination takes place.

7. Audits. Each Party shall keep, and shall cause its Affiliates and (sub)licensees, as applicable, to keep, accurate books and records of accounting as required under its Accounting Standards for the purpose of calculating all amounts payable by either Party to the other Party under the Operating Profits or Losses, including with respect to the calculation of Allowable Expenses, Cost of Manufacture and U.S. Territory Annual Net Sales, subject further to the audit rights and obligations granted to each Party in Section 11.7 of this Agreement. In the event of a dispute regarding any applicable books and records, including the amounts owed to a Party under Section 11.4 of this Agreement or the calculation of the Operating Profits or Losses, Allowable Expenses, U.S. Territory Annual Net Sales, or Cost of Manufacture, the Parties will work in good faith to resolve the disagreement. If the Parties are unable to reach a mutually acceptable resolution of any such dispute within [***], such dispute will be resolved in accordance with Section 18.1 and Section 18.2 of this Agreement.

Exhibit C

TAX MATTERS

[***]

Exhibit D

CO-PROMOTION PRINCIPLES

Topic	**Principle**
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

Schedule 1.34

Development Technology Transfer Plan

No.	Category	Item	Timeline of transfer (Roche's expected)	Method of Transfer
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]

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[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]

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Schedule 1.76

[***]

Schedule 1.78

[***]

Schedule 1.84

Ongoing ISTs

University	PI	Type of agreement	Repare R&D Lead	Purpose	Cost	Status
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]

Schedule 1.85

Ongoing Trials

[***]

Schedule 1.88

Other Indications

[***]

Schedule 5.1(a)(vi)(F)

Safety Reporting Flow

[***]

Schedule 5.1(d)(ii)

[***]

Schedule 13.3(a)

Repare Press Release

Repare Therapeutics Announces a Worldwide License and Collaboration Agreement with Roche for Camonsertib (RP-3500)

Repare will receive a $125 million upfront payment and is eligible to receive up to an additional $1.2 billion in potential development, regulatory, commercial and sales milestones, plus royalties on global net product sales.

Repare to host conference call today at 5:00 p.m. EDT

Cambridge, MA & Montreal, QC, June 1, 2022 (BUSINESS WIRE) -- Repare Therapeutics Inc. (“Repare” or the “Company”) (Nasdaq: RPTX), a leading clinical-stage precision oncology company, today announced it has entered into a worldwide license and collaboration agreement with Roche for the development and commercialization of camonsertib (also known as RP-3500), a potent and selective oral small molecule inhibitor of ATR (Ataxia-Telangiectasia and Rad3-related protein kinase) for the treatment of tumors with specific synthetic-lethal genomic alterations including those in the ATM gene (Ataxia-Telangiectasia mutated kinase). Under the collaboration, Roche will assume development of camonsertib with the potential to expand development into additional tumors and multiple combination studies.

“Camonsertib has the potential to help cancer patients across numerous solid tumors as a monotherapy and possibly in combination with other agents," said Kim Seth, Ph.D., EVP and Head of Business & Corporate Development at Repare. “Given the encouraging data Repare has generated for camonsertib as a potentially best-in-class ATR inhibitor with a promising tolerability profile and patient selection insights in areas of high unmet medical need, and Roche’s leading global footprint and unique expertise in precision oncology, we are confident that Roche is the ideal partner for us to drive the broad global development and commercialization of camonsertib.”

“Roche is excited about the emerging DNA damage response field, which represents a promising new approach to precision oncology," said James Sabry, M.D., Ph.D., Global Head of Pharma Partnering, Roche. “We are looking forward to partnering with Repare Therapeutics to further

develop camonsertib as a new potential treatment option for patients with significant unmet medical needs across a range of tumor types. The collaboration with Repare builds on Roche's strategy of personalized healthcare and further strengthens our leadership in oncology."

Under the terms of the agreement, Repare will receive a $125 million upfront payment, and is eligible to receive up to $1.2 billion in potential clinical, regulatory, commercial and sales milestones, including up to $55 million in potential near-term payments, and royalties on global net sales ranging from high-single-digits to high-teens. The collaboration also provides Repare with the ability to opt-in to a 50/50 U.S. co-development and profit share arrangement, including participation in U.S. co-promotion if U.S. regulatory approval is received. If Repare chooses to exercise its co-development and profit share option, it will continue to be eligible to receive certain clinical, regulatory, commercial and sales milestone payments, in addition to full ex-U.S. royalties.

The transaction is subject to clearance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and other customary closing conditions.

Company Conference Call:

The Company will host a conference call with accompanying slides for analysts and investors today at 5:00 p.m. Eastern Time to further discuss the collaboration. To access the call, please dial (877) 870-4263 (U.S.) or (855) 669-9657 (Canada) or (412) 317-0790 (international) at least 10 minutes prior to the start time and ask to be joined to the Repare Therapeutics call. A live video webcast will be available in the Investor section of the Company's website at https://ir.reparerx.com/news-and-events/events. A webcast replay will also be archived for at least 30 days.

About Repare Therapeutics' SNIPRx® Platform

Repare's SNIPRx® platform is a genome-wide CRISPR-based screening approach that utilizes proprietary isogenic cell lines to identify novel and known synthetic lethal gene pairs and the corresponding patients who are most likely to benefit from the Company's therapies based on the genetic profile of their tumors. Repare's platform enables the development of precision therapeutics in patients whose tumors contain one or more genomic alterations identified by SNIPRx® screening, in order to selectively target those tumors in patients most likely to achieve clinical benefit from resulting product candidates.

About Repare Therapeutics, Inc.

Repare Therapeutics is a leading clinical-stage precision oncology company enabled by its proprietary synthetic lethality approach to the discovery and development of novel therapeutics.

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The Company utilizes its genome-wide, CRISPR-enabled SNIPRx® platform to systematically discover and develop highly targeted cancer therapies focused on genomic instability, including DNA damage repair. The Company's pipeline includes its lead product candidate camonsertib (also known as RP-3500), a potential leading ATR inhibitor currently in Phase 1/2 clinical development, its second clinical candidate, RP-6306, a PKMYT1 inhibitor currently in Phase 1 clinical development, a Polθ inhibitor program, as well as several early-stage, pre-clinical programs. For more information, please visit reparerx.com.

SNIPRx® is a registered trademark of Repare Therapeutics Inc.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 and securities laws in Canada. All statements in this press release other than statements of historical facts are "forward-looking statements. These statements may be identified by words such as "aims," "anticipates," "believes," "could," "estimates," "expects," "forecasts," "goal," "intends," "may," "plans," "possible," "potential," "seeks," "will" and variations of these words or similar expressions that are intended to identify forward-looking statements, although not all forward-looking statements contain these words. Forward-looking statements in this press release include, but are not limited to, statements regarding: Repare's collaboration with Roche; the ability of the parties to complete the transaction in a timely manner or at all; the possibility that various closing conditions for the transaction may not be satisfied or waived, including the possibility that a governmental entity may prohibit, delay or refuse to grant approval for the consummation of the transaction; the risk that Repare may not realize the potential benefits of this collaboration with Roche; the discovery, development and potential commercialization of potential product candidates using Repare's SNIPRx® platform technology and under the strategic collaboration agreement, including the development of camonsertib; the ability of the parties to file applications for regulatory approval or receive regulatory approvals in a timely manner or at all; the therapeutic potential for camonsertib in oncology applications; and the potential of Repare to receive milestone payments and royalties under the strategic collaboration agreement. These forward-looking statements are based on the Company's expectations and assumptions as of the date of this press release. Each of these forward-looking statements involves risks and uncertainties that could cause the Company's clinical development programs, future results or performance to differ materially from those expressed or implied by the forward-looking statements. Many factors may cause differences between current expectations and actual results, including the impacts of the COVID-19 pandemic on the Company's business, clinical trials and financial position, unexpected safety or efficacy data observed during preclinical studies or clinical trials, clinical trial site activation or enrollment rates that are lower than expected, changes in expected or existing competition, changes in the regulatory environment, the uncertainties and timing of the regulatory approval process, and unexpected litigation or other disputes. Other factors that may cause the Company's actual results to differ from those expressed or implied in the forward-looking statements in this

press release are identified in the section titled "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2021 filed with the Securities and Exchange Commission ("SEC") and the Québec Autorité des Marchés Financiers ("AMF") on March 1, 2022, and its other documents subsequently filed with or furnished to the SEC and AMF, including the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2022 filed with the SEC on May 5, 2022. The Company expressly disclaims any obligation to update any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise, except as otherwise required by law.

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Argot Partners
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Schedule 14.2

Disclosures

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Schedule 14.2(h)

Patents Controlled by Repare

[***]

Exhibit 10.2

REPARE THERAPEUTICS INC.

COMMON SHARES

SALES AGREEMENT

August 4, 2022

Cowen and Company, LLC
599 Lexington Avenue
New York, NY 10022

Ladies and Gentlemen:

Repare Therapeutics Inc., a corporation continued under the Business Corporations Act (Québec) (the "**Company**"), confirms its agreement (this "**Agreement**") with Cowen and Company, LLC ("**Cowen**"), as follows:

1. Issuance and Sale of Shares. The Company agrees that, from time to time during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through Cowen, acting as agent and/or principal, shares (the "**Placement Shares**") of the Company's Common Shares, no par value (the "**Common Shares**"); *provided*, *however*, that in no event shall the Company issue or sell through Cowen such number or dollar amount of Placement Shares that would (a) exceed the number or dollar amount of Common Shares registered on the effective Registration Statement (as defined below) pursuant to which the offering is being made, (b) exceed the number of authorized but unissued Common Shares or (c) exceed the number or dollar amount of Common Shares for which the Company has filed a Prospectus Supplement (as defined below) (the "**Maximum Amount**"). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitation set forth in this Section 1 on the number or dollar amount of Common Shares issued and sold under this Agreement shall be the sole responsibility of the Company, and Cowen shall have no obligation in connection with such compliance. The issuance and sale of Common Shares through Cowen will be effected pursuant to the Registration Statement (as defined below) filed by the Company and declared effective by the Securities and Exchange Commission (the "**Commission**"), although nothing in this Agreement shall be construed as requiring the Company to use the Registration Statement (as defined below) to issue the Common Shares.

The Company has filed, in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations thereunder (collectively, the "**Securities Act**"), with the Commission a registration statement on Form S-3ASR (File No. 333-257668), as amended by the post-effective amendments thereto, including a base prospectus, relating to certain securities, including the Common Shares, to be issued from time to time by the Company, and which incorporates by reference documents that the Company has filed or will file in accordance with the

provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively, the "**Exchange Act**"). The Company has prepared a prospectus supplement specifically relating to the Placement Shares (the "**Prospectus Supplement**") to the base prospectus included as part of such registration statement. The Company has furnished to Cowen, for use by Cowen, copies of the prospectus included as part of such registration statement, as supplemented by the Prospectus Supplement, relating to the Placement Shares. Except where the context otherwise requires, such registration statement, and any post-effective amendment thereto, as amended when it became effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus (as defined below) to be subsequently filed with the Commission pursuant to Rule 424(b) under the Securities Act or deemed to be a part of such registration statement pursuant to Rule 430B or 462(b) of the Securities Act, or any subsequent registration statement on Form S-3 filed pursuant to Rule 415(a)(6) under the Securities Act by the Company with respect to the Placement Shares, is herein called the "**Registration Statement.**" The base prospectus, including all documents incorporated therein by reference, included in the Registration Statement, as it may be supplemented by the Prospectus Supplement, in the form in which such prospectus and/or Prospectus Supplement have most recently been filed by the Company with the Commission pursuant to Rule 424(b) under the Securities Act, together with any "issuer free writing prospectus," as defined in Rule 433 under the Securities Act ("**Rule 433**"), relating to the Placement Shares that (i) is consented to by Cowen, hereinafter referred to as a "Permitted Free Writing Prospectus," (ii) is required to be filed with the Commission by the Company or (iii) is exempt from filing pursuant to Rule 433(d)(5)(i), in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g), is herein called the "**Prospectus**." Any reference herein to the Registration Statement, the Prospectus or any amendment or supplement thereto shall be deemed to refer to and include the documents incorporated by reference therein, and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement or the Prospectus shall be deemed to refer to and include the filing after the execution hereof of any document with the Commission deemed to be incorporated by reference therein. For purposes of this Agreement, all references to the Registration Statement, the Prospectus or to any amendment or supplement thereto shall be deemed to include any copy filed with the Commission pursuant to the Electronic Data Gathering Analysis and Retrieval System ("**EDGAR**").

2. Placements. Each time that the Company wishes to issue and sell the Placement Shares hereunder (each, a "**Placement**"), it will notify Cowen by email notice (or other method mutually agreed to in writing by the parties) (a "**Placement Notice**") containing the parameters in accordance with which it desires the Placement Shares to be sold, which shall at a minimum include the number or dollar value of Placement Shares to be issued, the time period during which sales are requested to be made, any limitation on the number of Placement Shares that may be sold in any one Trading Day (as defined in Section 3) and any minimum price below which sales may not be made, a form of which containing such minimum sales parameters necessary is attached hereto as **Schedule 1**. The Placement Notice shall originate from any of the individuals from the Company set forth on **Schedule 2** (with a copy to each of the other individuals from the Company listed on such schedule), and shall be addressed to each of the individuals from Cowen set forth on **Schedule 2**, as such **Schedule 2** may be amended from time to time. The Placement Notice shall be effective upon receipt by Cowen unless and until (i) in accordance with the notice

requirements set forth in Section 4, Cowen declines to accept the terms contained therein for any reason, in its sole discretion, which declination must occur within two (2) Business Days of the receipt of the Placement Notice, (ii) the entire amount of the Placement Shares that may be issued and sold through Cowen pursuant to this Agreement have been sold, (iii) in accordance with the notice requirements set forth in Section 4, the Company suspends or terminates the Placement Notice, (iv) the Company issues a subsequent Placement Notice with parameters superseding or amending those on the earlier dated Placement Notice, or (v) this Agreement has been terminated under the provisions of Section 11. The amount of any discount, commission or other compensation to be paid by the Company to Cowen in connection with the sale of the Placement Shares shall be calculated in accordance with the terms set forth in **Schedule 3.** It is expressly acknowledged and agreed that neither the Company nor Cowen will have any obligation whatsoever with respect to a Placement or any Placement Shares unless and until the Company delivers a Placement Notice to Cowen and Cowen does not decline such Placement Notice pursuant to the terms set forth above, and then only upon the terms specified therein and herein. In the event of a conflict between the terms of this Agreement and the terms of a Placement Notice, the terms of the Placement Notice will control.

3. Sale of Placement Shares by Cowen. Subject to the terms and conditions herein set forth, upon the Company's delivery of a Placement Notice, and unless the sale of the Placement Shares described therein has been declined, suspended, or otherwise terminated in accordance with the terms of this Agreement, Cowen, for the period specified in the Placement Notice, will use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable state and federal laws, rules and regulations and the rules of the Nasdaq Stock Market LLC ("**Nasdaq**") to sell such Placement Shares up to the amount specified, and otherwise in accordance with the terms of such Placement Notice. Cowen will provide written confirmation to the Company (including by email correspondence to each of the individuals of the Company set forth on **Schedule 2**, if receipt of such correspondence is actually acknowledged by any of the individuals to whom the notice is sent, other than via auto-reply) no later than the opening of the Trading Day (as defined below) immediately following the Trading Day on which it has made sales of Placement Shares hereunder setting forth the number of Placement Shares sold on such Trading Day, the volume-weighted average price of the Placement Shares sold, and the Net Proceeds (as defined below) payable to the Company. In the event the Company engages Cowen for a sale of Placement Shares that would constitute a "block" within the meaning of Rule 10b-18(a)(5) under the Exchange Act "), the Company will provide Cowen, at Cowen's reasonable request and upon reasonable advance notice to the Company, on or prior to the Settlement Date (as defined below), the opinions of counsel, accountant's letter and officers' certificates set forth in Section 8 hereof, each dated the Settlement Date, and such other documents and information as Cowen shall reasonably request. Cowen may sell Placement Shares by any method permitted by law deemed to be an "at the market offering" as defined in Rule 415(a)(4) of the Securities Act, including without limitation sales made through Nasdaq or on any other existing trading market for the Common Shares, *provided*, *however*, that no Placement Shares will be offered or sold in Canada, or to a person resident in Canada pursuant to this Agreement. Cowen shall not purchase Placement Shares for its own account as principal unless expressly authorized to do so by the Company in a Placement Notice. The Company acknowledges and agrees that (i) there can be no assurance that Cowen will be successful in selling Placement Shares, and (ii) Cowen will incur no liability or obligation to the Company or any other person or entity if it does not sell Placement

Shares for any reason other than a failure by Cowen to use its commercially reasonable efforts consistent with its normal trading and sales practices to sell such Placement Shares as required under this Section 3. For the purposes hereof, "**Trading Day**" means any day on which the Company's Common Shares are purchased and sold on Nasdaq.

Notwithstanding any other provision of this Agreement, the Company shall not offer, sell or deliver, or request the offer or sale, of any Placement Shares pursuant to this Agreement and, by notice to Cowen given by telephone (confirmed promptly by email), shall cancel any instructions for the offer or sale of any Placement Shares, and Cowen shall not be obligated to offer or sell any Placement Shares, (i) during any period in which the Company is, , in possession of material non-public information, or (ii) at any time from and including the date on which the Company shall issue a press release containing, or shall otherwise publicly announce, its earnings, revenues or other results of operations (an "**Earnings Announcement**") through and including the time that the Company files a Quarterly Report on Form 10-Q or an Annual Report on Form 10-K that includes consolidated financial statements as of and for the same period or periods, as the case may be, covered by such Earnings Announcement.

4. Suspension of Sales.

(a) The Company or Cowen may, upon notice to the other party in writing (including by email correspondence to each of the individuals of the other party set forth on **Schedule 2**, if receipt of such correspondence is actually acknowledged by any of the individuals to whom the notice is sent, other than via auto-reply) or by telephone (confirmed immediately by verifiable facsimile transmission or email correspondence to each of the individuals of the other party set forth on **Schedule 2**), suspend any sale of Placement Shares; *provided, however*, that such suspension shall not affect or impair either party's obligations with respect to any Placement Shares sold hereunder prior to the receipt of such notice. While a suspension is in effect any obligation under Section 7(m), 7(n) and 7(o) with respect to delivery of certificates, opinion, or comfort letters to Cowen, shall be waived. Each of the parties agrees that no such notice under this Section 4 shall be effective against the other unless it is made to one of the individuals named on **Schedule 2** hereto, as such schedule may be amended from time to time.

(b) If either Cowen or the Company has reason to believe that the exemptive provisions set forth in Rule 101(c)(1) of Regulation M under the Exchange Act are not satisfied with respect to the Common Shares, it shall promptly notify the other party, and Cowen may, at its sole discretion, suspend sales of the Placement Shares under this Agreement.

(c) The post-effective amendment to the Registration Statement was declared effective on April 25, 2022. Notwithstanding any other provision of this Agreement, during any period in which the Registration Statement is no longer effective under the Securities Act, the Company shall promptly notify Cowen, the Company shall not request the sale of any Placement Shares, and Cowen shall not be obligated to sell or offer to sell any Placement Shares.

5. Settlement.

(a) Settlement of Placement Shares. Unless otherwise specified in the applicable Placement Notice, settlement for sales of Placement Shares will occur on the second (2nd) Trading Day (or such earlier day as is industry practice for regular-way trading) following the date on which such sales are made (each, a "**Settlement Date**" and the first such settlement date, the "**First Delivery Date**"). The amount of proceeds to be delivered to the Company on a Settlement Date against receipt of the Placement Shares sold (the "**Net Proceeds**") will be equal to the aggregate sales price received by Cowen at which such Placement Shares were sold, after deduction for (i) Cowen's commission, discount or other compensation for such sales payable by the Company pursuant to Section 2 hereof, (ii) any other amounts due and payable by the Company to Cowen hereunder pursuant to Section 7(g) (Expenses) hereof, and (iii) any transaction fees imposed by any governmental or self-regulatory organization in respect of such sales.

(b) Delivery of Placement Shares. On or before each Settlement Date, the Company will, or will cause its transfer agent to, electronically transfer the Placement Shares being sold by crediting Cowen's or its designee's account (provided Cowen shall have given the Company written notice of such designee prior to the Settlement Date) at The Depository Trust Company through its Deposit and Withdrawal at Custodian System or by such other means of delivery as may be mutually agreed upon by the parties hereto which in all cases shall be freely tradeable, transferable, registered shares in good deliverable form. On each Settlement Date, Cowen will deliver the related Net Proceeds in same day funds to an account designated by the Company on, or prior to, the Settlement Date. The Company agrees that if the Company, or its transfer agent (if applicable), defaults in its obligation to deliver duly authorized Placement Shares on a Settlement Date through no fault of Cowen, the Company agrees that in addition to and in no way limiting the rights and obligations set forth in Section 9(a) (Indemnification and Contribution) hereto, it will (i) hold Cowen harmless against any loss, claim, damage, or expense (including reasonable and documented legal fees and expenses), as incurred, arising out of or in connection with such default by the Company and (ii) pay to Cowen (without duplication) any commission, discount, or other compensation to which it would otherwise have been entitled absent such default.

6. Representations and Warranties of the Company. The Company represents and warrants to, and agrees with, Cowen that as of (i) the date of this Agreement, (ii) each Time of Sale (as defined below), (iii) each Settlement Date, and (iv) each Bring-Down Date (as defined below) (each date included in (i) through (iv), a "**Representation Date**"):

(a) The Registration Statement and any Rule 462(b) Registration Statement have been declared effective by the Commission under the Securities Act. The Company has complied to the Commission's satisfaction with all requests of the Commission for additional or supplemental information. No stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement is in effect and no proceedings for such purpose have been instituted or are pending or, to the best knowledge of the Company, contemplated or threatened by the Commission. The Company meets the requirements for use of Form S-3 under the Securities Act. The sale of the Placement Shares hereunder meets the requirements or General Instruction I.B.1 of Form S-3.

(b) The Prospectus when filed complied and, as amended or supplemented, if applicable, will comply in material respects with the Securities Act. Each of the Registration Statement, any Rule 462(b) Registration Statement, the Prospectus and any post-effective amendments or supplements thereto, at the time it became effective or its date, as applicable, complied and as of each Representation Date, complied and will comply in all material respects with the Securities Act and did not and, as of each Representation Date, did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Prospectus, as amended or supplemented, as of its date, did not and, as of each Representation Date, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the two immediately preceding sentences do not apply to statements in or omissions from the Registration Statement, any Rule 462(b) Registration Statement, or any post-effective amendment thereto, or the Prospectus, or any amendments or supplements thereto, made in reliance upon and in conformity with information relating to Agent's Information (as defined below). There are no contracts or other documents required to be described in the Prospectus or to be filed as exhibits to the Registration Statement which have not been described or filed as required. As used herein, "**Time of Sale**" means with respect to each offering of Placement Shares pursuant to this Agreement, the time of Cowen's initial entry into contracts with purchasers for the sale of such Placement Shares.

(c) The Company has delivered to Cowen one complete copy of the Registration Statement and a copy of each consent and certificate of experts filed as a part thereof, and conformed copies of the Registration Statement (without exhibits) and the Prospectus, as amended or supplemented, in such quantities and at such places as Cowen has reasonably requested. The Registration Statement, the Prospectus and any Permitted Free Writing Prospectus (to the extent any such Permitted Free Writing Prospectus was required to be filed with the Commission) delivered to Cowen for use in connection with the public offering of the Placement Shares contemplated herein have been and will be identical to the versions of such documents transmitted to the Commission for filing via EDGAR, except to the extent permitted by Regulation S-T.

(d) The Company currently is not an "ineligible issuer," as defined in Rule 405 under the Securities Act. The Company agrees to notify Cowen promptly upon the Company becoming an "ineligible issuer."

(e) The Company has not distributed and will not distribute, prior to the completion of Cowen's distribution of the Placement Shares, any offering material in connection with the offering and sale of the Placement Shares other than the Prospectus or the Registration Statement.

(f) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation (to the extent the concept of good standing is applicable in such jurisdiction), has the corporate power and authority to own or lease its property and to conduct its business as described in the Registration Statement and the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification,

except to the extent that the failure to be so qualified or be in good standing would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(g) Each subsidiary of the Company has been duly incorporated, organized or formed, is validly existing as a corporation or other business entity in good standing under the laws of the jurisdiction of its incorporation, organization or formation (to the extent the concept of good standing is applicable in any such jurisdiction), has the corporate or other business entity power and authority to own or lease its property and to conduct its business as described in the Registration Statement and the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction (to the extent the concept of good standing is applicable in any such jurisdiction) in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole; all of the issued shares of capital stock or other equity interests of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims.

(h) This Agreement has been duly authorized, executed and delivered by the Company.

(i) The authorized share capital of the Company conforms as to legal matters, in all material respects, to the description thereof contained in the Registration Statement and the Prospectus.

(j) The Common Shares outstanding prior to the issuance of the Placement Shares have been duly authorized and are validly issued, fully paid and non-assessable.

(k) The Placement Shares have been duly authorized and, when issued, delivered and paid for in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and the issuance of the Placement Shares will not be subject to any preemptive or similar rights that have not been validly waived.

(l) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement will not contravene (i) any provision of applicable law, (ii) the certificate of incorporation or by laws of the Company, (iii) any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or (iv) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, except in the cases of clauses (i), (iii) and (iv) where such contravention would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its subsidiaries or impair the validity of the Placement Shares or the ability of the Company to perform it obligations under this Agreement, taken as a whole; and no consent, approval, authorization or order of, or qualification with, any governmental body, agency or court is required for the performance by the Company of its obligations under this Agreement, except such as have been obtained or waived or as may be required by the securities or Blue Sky laws of the various states, the securities laws applicable in the Province of Québec or the rules and regulations of the

Financial Industry Regulatory Authority ("**FINRA**") in connection with the offer and sale of the Placement Shares.

(m) There has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus.

(n) There are no legal or governmental proceedings pending or, to the Company's knowledge, threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject (i) other than proceedings accurately described in all material respects in the Registration Statement and the Prospectus and proceedings that would not, taken as a whole, have a material adverse effect on the Company and its subsidiaries, taken as a whole, or on the power or ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated by the Registration Statement and the Prospectus or (ii) that are required to be described in the Registration Statement or the Prospectus and are not so described; and there are no statutes, regulations, contracts or other documents to which the Company is subject or by which the Company is bound that are required to be described in the Registration Statement or the Prospectus or to be filed or incorporated by reference as exhibits to the Registration Statement that are not described in all material respects or filed or incorporated by reference as required.

(o) The Company is not, and after giving effect to the offering and sale of the Placement Shares and the application of the proceeds thereof as described in the Registration Statement and the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**").

(p) The Company and each of its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(q) There are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(r) There are no contracts, agreements or understandings between the Company and any person granting such person the right (other than such rights which have been waived or complied with) to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities with the Placement Shares registered pursuant to the Registration Statement.

(s) (i) None of the Company or any of its subsidiaries or affiliates, or any director, officer, or employee thereof, or, to the Company's knowledge, any agent or representative of the Company or of any of its subsidiaries or affiliates, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment, giving or receipt of money, property, gifts or anything else of value, directly or indirectly, to any government official (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) ("**Government Official**") in order to influence official action, or to any person in violation of any applicable anti-corruption laws; (ii) the Company and each of its subsidiaries and affiliates have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained herein; and (iii) neither the Company nor any of its subsidiaries will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any applicable anti-corruption laws.

(t) The operations of the Company and each of its subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and each of its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(u) (i) None of he Company, any of its subsidiaries, or any director, officer, or employee thereof, or, to the Company's knowledge, any agent, affiliate or representative of the Company or any of its subsidiaries, is an individual or entity ("**Person**") that is, 50% or more or is owned or controlled by one or more Persons that are:

(A) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), or

(B) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions (including, without limitation, the Crimea, the Donetsk People's Republic, and the Luhansk People's Republic regions of Ukraine, Cuba, Iran, North Korea, and Syria) ("**Sanctioned Countries**").

(ii) The Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions or is a Sanctioned Country; or

(B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as sales agent, advisor, investor or otherwise).

(iii) The Company and each of its subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions or is a Sanctioned Country.

(v) Subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus, (i) the Company and its subsidiaries, taken as a whole, have not incurred any material liability or obligation, direct or contingent, nor entered into any material transaction; (ii) the Company has not purchased any of its outstanding share capital, nor declared, paid or otherwise made any dividend or distribution of any kind on its share capital other than ordinary and customary dividends; and (iii) there has not been any material change in the share capital, short term debt or long term debt of the Company and its subsidiaries, taken as a whole (other than the exercise, grant or forfeiture of any equity awards, in each case granted pursuant to any equity compensation plan described in the Prospectus), except in each case as described in the Prospectus.

(w) The Company and each of its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them which is material to the business of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and would not reasonably be expected to materially interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries.

(x) Except as described in the Registration Statement or the Prospectus, (i) the Company and its subsidiaries own or have a valid license to or can acquire on reasonable terms all patents, inventions, copyrights, know how (including trade secrets and other unpatented and/or

unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names (collectively, "**Intellectual Property Rights**") used in or reasonably necessary to the conduct of their businesses as currently operated, except where the failure to own, possess, license, have the right to use or the ability to acquire any of the foregoing would not reasonably be expected to result, singly or in the aggregate, in a material adverse effect on the Company and its subsidiaries, taken as a whole; (ii) the Intellectual Property Rights owned by the Company and its subsidiaries and, to the Company's knowledge, the Intellectual Property Rights exclusively licensed to the Company and its subsidiaries, in each case, which are material to the conduct of the business of the Company and its subsidiaries as currently conducted, are valid, subsisting and enforceable, and there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, scope or enforceability of any such Intellectual Property Rights; (iii) neither the Company nor any of its subsidiaries has received any written notice alleging any infringement, misappropriation or other violation of Intellectual Property Rights which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a material adverse effect on the Company and its subsidiaries, taken as a whole; (iv) except as would not reasonably be expected, singly or in the aggregate, to have a material adverse effect on the Company and its subsidiaries, to the Company's knowledge, no third party is infringing, misappropriating or otherwise violating, or has infringed, misappropriated or otherwise violated, any Intellectual Property Rights owned by the Company; (v) to the Company's knowledge, neither the Company nor any of its subsidiaries infringes, misappropriates or otherwise violates, or has infringed, misappropriated or otherwise violated, any Intellectual Property Rights of a third party; (vi) all employees or contractors engaged in the development of Intellectual Property Rights which are material to the business of the Company or any subsidiary on behalf of the Company or any subsidiary of the Company have executed an invention assignment agreement whereby such employees or contractors presently assign all of their right, title and interest in and to such Intellectual Property Rights to the Company or the applicable subsidiary, and to the Company's knowledge no such agreement has been breached or violated; and (vii) the Company and its subsidiaries use, and have used, commercially reasonable efforts to appropriately maintain all information intended to be maintained as a trade secret.

(y) (i) The Company and each of its subsidiaries have complied and are presently in compliance in all material respects with all internal privacy policies, contractual obligations, applicable laws, statutes, judgments, orders, rules and regulations of any court or arbitrator or other governmental or regulatory authority and any other legal obligations, in each case, relating to the collection, use, transfer, import, export, storage, protection, disposal and disclosure by the Company or any of its subsidiaries of personal, personally identifiable or other regulated data ("**Data Security Obligations**", and such data, "**Data**"); (ii) the Company has not received any notification regarding and is unaware of any other facts that would reasonably indicate material non-compliance with any Data Security Obligation; and (iii) there is no action, suit or proceeding by or before any court or governmental agency, authority or body pending or, to the Company's knowledge, threatened alleging non-compliance with any Data Security Obligation.

(z) The Company and each of its subsidiaries have implemented appropriate controls, policies, procedures and technological safeguards to protect the information technology systems and Data used in connection with the operation of the Company's and its subsidiaries' businesses. Without limiting the foregoing, the Company and its subsidiaries have used reasonable efforts to

implement appropriate controls, policies, procedures and technological safeguards to establish and maintain reasonable data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of any Data used in connection with the operation of the Company's and its subsidiaries' businesses ("**Breach**"). To the Company's knowledge, there has been no such material Breach, and the Company and its subsidiaries have not been notified in writing of and have no knowledge of any event or condition that would reasonably be expected to result in, any such material Breach.

(aa) No material labor dispute with the employees of the Company or any of its subsidiaries exists, or, to the knowledge of the Company, is imminent; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers or contractors that would have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(bb) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as in the Company's reasonable judgment are prudent and customary in the businesses in which they are engaged; neither the Company nor any of its subsidiaries has been refused any insurance coverage sought or applied for; and neither the Company nor any of its subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(cc) The Company and its subsidiaries and their respective directors, officers and employees, and to the Company's knowledge, their respective agents and affiliates, are, and at all times have been, in material compliance with all applicable Health Care Laws (defined herein), including, but not limited to, the rules and regulations of the Food and Drug Administration ("**FDA**"), the U.S. Department of Health and Human Services Office of Inspector General, the Centers for Medicare & Medicaid Services, the Office for Civil Rights, the Department of Justice and any other governmental agency or body having jurisdiction over the Company or any of its properties, and has not engaged in any activities which are, as applicable, cause for false claims liability, civil penalties, or mandatory or permissive exclusion from Medicare, Medicaid, or any other local, state or federal healthcare program. For purposes of this Agreement, "**Health Care Laws**" shall mean the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the criminal False Claims Act (42 U.S.C. § 1320a-7b(a)), all criminal laws relating to health care fraud and abuse, including but not limited to 18 U.S.C. Sections 286, 287, 1347 and 1349, and the health care fraud criminal provisions under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d et seq.) ("**HIPAA**"), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalties law (42 U.S.C. § 1320a-7a), HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921 et seq.), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §§ 301 et seq.), Medicare (Title

XVIII of the Social Security Act), Medicaid (Title XIX of the Social Security Act), the Public Health Service Act (42 U.S.C. § 256b), the rules and regulations promulgated pursuant to such laws, or any other similar federal, state or local laws. Neither the Company nor any of its subsidiaries is a party to or has any ongoing reporting obligations pursuant to any corporate integrity agreement, deferred prosecution agreement, monitoring agreement, consent decree, settlement order, plan of correction or similar agreement imposed by any governmental authority. Neither the Company nor any of its subsidiaries has received any written notification, correspondence or any other written communication, including, without limitation, any Form FDA-483, notice of adverse finding, warning letter, untitled letter or other correspondence or notice from the FDA or any similar regulatory authority, or any written notification of any pending or threatened claim, suit, proceeding, hearing, enforcement, investigation, arbitration or other action, from any governmental authority of potential or actual non-compliance by, or liability of, the Company or its subsidiaries under any Health Care Laws.

(dd) Each of the Company and its subsidiaries has possessed and currently possesses, and is in material compliance with the terms of, all applications, certificates, approvals, clearances, registrations, exemptions, franchises, licenses, permits, consents and other authorizations materially necessary to conduct their respective businesses (collectively, "Licenses"), issued by Governmental Authorities, including, without limitation, all Licenses required by the FDA, or any component thereof and/or by any other U.S., state, local or foreign government or drug regulatory agency (collectively, the "**Regulatory Agencies**"). All Licenses are in full force and effect and neither the Company nor any of its subsidiaries is in violation of any term or conditions of any License other than for such violations which would not reasonably be expected to result in a material adverse effect. Each of the Company and its subsidiaries has materially fulfilled and performed all of its respective obligations with respect to the Licenses and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other impairment of the rights of the holder of any License. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any Licenses and no Regulatory Agency has taken any action to limit, suspend or revoke any License possessed by the Company.

(ee) The pre-clinical studies and clinical trials that are described in the Registration Statement and the Prospectus were and, if still pending, are being, conducted in all material respects in accordance with the procedures and controls pursuant to, where applicable, accepted professional and scientific standards, and all applicable laws and regulations; the descriptions of the pre-clinical studies conducted by or, to the Company's knowledge, on behalf of the Company, and the results thereof, contained in the Registration Statement and the Prospectus are accurate and complete in all material respects; the Company is not aware of any other pre-clinical studies or clinical trials, the results of which reasonably call into question the results described in the Registration Statement and the Prospectus; and the Company has not received any notices or correspondence from the FDA, any foreign, state or local governmental body exercising comparable authority or any Institutional Review Board requiring the termination, suspension, material modification or clinical hold of any pre-clinical studies or clinical trials conducted by or on behalf of the Company.

(ff) Neither the Company nor its subsidiaries, nor any of its or their respective officers or directors, nor, to the Company's knowledge any of its or their respective employees, agents or clinical investigators, has been excluded, suspended disqualified or debarred from participation in any U.S. federal health care program or human clinical research or is subject to a governmental inquiry, investigation, proceeding, or other similar action that would reasonably be expected to result in debarment, disqualification, suspension, or exclusion, or convicted of any crime or engaged in any conduct that would reasonably be expected to result in debarment under 21 U.S.C. § 335a or comparable foreign law.

(gg) The financial statements included or incorporated by reference in the Registration Statement and the Prospectus, together with the related schedules and notes thereto, comply as to form in all material respects with the applicable accounting requirements of the Securities Act and present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates shown and its results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with generally accepted accounting principles in the United States ("**U.S. GAAP**") applied on a consistent basis throughout the periods covered thereby except for any normal year-end adjustments in the Company's quarterly financial statements. The other financial information included in the Registration Statement and the Prospectus has been derived from the accounting or other records of the Company and its consolidated subsidiaries and presents fairly in all material respects the information shown thereby. The statistical, industry-related and market-related data included in the Registration Statement and the Prospectus are based on or derived from sources which the Company reasonably and in good faith believes are reliable and accurate and such data is consistent with the sources from which they are derived, in each case in all material respects.

(hh) Ernst & Young LLP, who have certified certain financial statements of the Company and its subsidiaries and delivered its report with respect to the audited consolidated financial statements filed with the Commission and included or incorporated by reference in each of the Registration Statement and the Prospectus, is an independent registered public accounting firm with respect to the Company within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the Commission and the Public Company Accounting Oversight Board (United States).

(ii) The Company and each of its subsidiaries, taken as a whole, maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the end of the Company's most recent audited fiscal year, there has been no material weakness in the Company's internal control over financial reporting (whether or not remediated). The Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting (it being understood that this subsection shall not require the Company to comply with Section 404 of the Sarbanes-Oxley Act of 2002 as of an earlier date than it would otherwise be required to

so comply under applicable law). Since the end of the Company's most recent audited fiscal year, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(jj) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(kk) Except as described in the Prospectus, the Company has not sold, issued or distributed any Common Shares during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulation D or S of, the Securities Act, other than shares issued pursuant to employee benefit plans, qualified share option plans or other employee compensation plans or pursuant to outstanding options, rights or warrants.

(ll) The Company and each of its subsidiaries have filed all federal, state, provincial, local and foreign tax returns required to be filed through the date of this Agreement or have requested extensions thereof (except where the failure to file would not have a material adverse effect on the Company and its subsidiaries, taken as a whole) and have paid all taxes required to be paid thereon (except for cases in which the failure to file or pay would not have a material adverse effect on the Company and its subsidiaries, taken as a whole, or, except as currently being contested in good faith and for which adequate reserves required by U.S. GAAP have been created in the financial statements of the Company), and no tax deficiency has been determined adversely to the Company or any of its subsidiaries which has had (nor does the Company have any notice or knowledge of any tax deficiency which could reasonably be expected to be determined adversely to the Company or its subsidiaries and which could reasonably be expected to have) a material adverse effect on the Company and its subsidiaries, taken as a whole.

(mm) Neither the Company nor any of its subsidiaries has any securities rated by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act.

(nn) Under the current laws and regulations of the Province of Québec and the federal laws of Canada applicable therein all dividends and other distributions declared and payable on the Placement Shares in cash may be freely remitted out of Canada and the Province of Québec.

(oo) No stamp, documentary, issuance, registration, transfer or other similar taxes or duties are payable by or on behalf of the Agent, the Company or any of its subsidiaries in Canada or to any taxing authority thereof or therein in connection with (i) the execution, delivery or consummation of this Agreement, (ii) the creation, allotment and issuance of the Placement Shares or (iii) the sale and delivery of the Placement Shares to any purchasers.

(pp) Neither the Company nor any of its subsidiaries nor any of its or their properties or assets has any sovereign immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) under the laws of the Province of Québec and the federal laws of Canada applicable

therein. The irrevocable and unconditional waiver and agreement of the Company contained in Section 15 not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement is valid and binding under the laws of the Province of Québec and the federal laws of Canada applicable therein.

(qq) The Company has complied with the securities laws of the Province of Québec, including the rules and regulations made thereunder together with applicable published national and local instruments, policy statements, notices, blanket rulings and orders of the Autorité des marchés financiers (Québec) (the "**AMF**"), and all discretionary rulings and orders applicable to the Company, if any, of the Canadian securities commissions required to be complied with by the Company in order to sell the Placement Shares as contemplated by this Agreement. To the Company's knowledge, no order, ruling or decision of any court or any securities regulatory authority in Canada is in effect that restricts or ceases trades in securities of the Company.

(rr) Except for Cowen, there is no broker, finder or other party that is entitled to receive from the Company any brokerage or finder's fee or other fee or commission as a result of any transactions contemplated by this Agreement.

(ss) The Company has not relied upon Cowen or legal counsel for Cowen for any legal, tax or accounting advice in connection with the offering and sale of the Placement Shares.

Any certificate signed by an officer of the Company and delivered to Cowen or to counsel for Cowen pursuant to or in connection with this Agreement shall be deemed to be a representation and warranty by the Company to Cowen as to the matters set forth therein.

The Company acknowledges that Cowen and, for purposes of the opinions to be delivered pursuant to Section 7 hereof, counsel to the Company and counsel to Cowen, will rely upon the accuracy and truthfulness of the foregoing representations and hereby consents to such reliance.

7. Covenants of the Company. The Company covenants and agrees with Cowen that:

(a) Registration Statement Amendments. After the date of this Agreement and during any period in which a Prospectus relating to any Placement Shares is required to be delivered by Cowen under the Securities Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act), (i) the Company will notify Cowen promptly of the time when any subsequent amendment to the Registration Statement, other than documents incorporated by reference, has been filed with the Commission and/or has become effective or any subsequent supplement to the Prospectus has been filed and of any request by the Commission for any amendment or supplement to the Registration Statement or Prospectus or for additional information, (ii) the Company will prepare and file with the Commission, promptly upon Cowen's request, any amendments or supplements to the Registration Statement or Prospectus that, in Cowen's reasonable opinion, may be necessary or advisable in connection with the distribution of the Placement Shares by Cowen (*provided*, *however*, that (A) the failure of Cowen to make such request shall not relieve the Company of any obligation or liability hereunder, or affect Cowen's right to rely on the representations and warranties made by the Company in this Agreement, (B) the Company has no obligation to provide Cowen any advance copy of such filing or to provide Cowen an opportunity to object to such filing does not name Cowen and does not

relate to the transactions herein, and (C) the only remedy that Cowen shall have with respect to the failure by the Company to provide Cowen with such copy or the filing of such amendment or supplement despite Cowen's objection shall be to cease making sales under this Agreement); (iii) the Company will not file any amendment or supplement to the Registration Statement or Prospectus, other than documents incorporated by reference, relating to the Placement Shares or a security convertible into the Placement Shares unless a copy thereof has been submitted to Cowen within a reasonable period of time before the filing and Cowen has not reasonably objected thereto (*provided*, *however*, that the failure of Cowen to make such objection shall not relieve the Company of any obligation or liability hereunder, or affect Cowen's right to rely on the representations and warranties made by the Company in this Agreement) and the Company will furnish to Cowen at the time of filing thereof a copy of any document that upon filing is deemed to be incorporated by reference into the Registration Statement or Prospectus, except for those documents available via EDGAR; (iv) the Company will cause each amendment or supplement to the Prospectus, other than documents incorporated by reference, to be filed with the Commission as required pursuant to the applicable paragraph of Rule 424(b) of the Securities Act, and (v) during the term of this Agreement, the Company will notify Cowen if at any time the Registration Statement shall no longer be effective as a result of the passage of time pursuant to Rule 415 under the Securities Act or otherwise.

(b) Notice of Commission Stop Orders. The Company will advise Cowen, promptly after it receives notice or obtains knowledge thereof, of the issuance or threatened issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement, of the suspension of the qualification of the Placement Shares for offering or sale in any jurisdiction, or of the initiation or threatening of any proceeding for any such purpose; and it will promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such a stop order should be issued.

(c) Delivery of Prospectus; Subsequent Changes. During any period in which a Prospectus relating to the Placement Shares is required to be delivered by Cowen under the Securities Act with respect to a pending sale of the Placement Shares, (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act), the Company will comply with all requirements imposed upon it by the Securities Act, as from time to time in force, and to file on or before their respective due dates (taking into account any extensions available under the Exchange Act) all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14, 15(d) or any other provision of or under the Exchange Act. If during such period any event occurs as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances then existing, not misleading, or if during such period it is necessary to amend or supplement the Registration Statement or Prospectus to comply with the Securities Act, the Company will as promptly as practicable notify Cowen to suspend the offering of Placement Shares during such period and the Company will promptly amend or supplement the Registration Statement or Prospectus (at the expense of the Company) so as to correct such statement or omission or effect such compliance, provided, that the Company may delay the filing of any amendment or supplement, if in the judgment of the Company, it is in the

best interest of the Company during which time of delay of Cowen shall be under no obligation to make any sales of Placement Shares hereunder.

(d) Listing of Placement Shares. During any period in which the Prospectus relating to the Placement Shares is required to be delivered by Cowen under the Securities Act with respect to a pending sale of the Placement Shares (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act), the Company will use its commercially reasonable efforts to cause the Placement Shares to be listed on Nasdaq; *provided*, *however*, that the Company shall not be required in connection therewith to qualify as a foreign corporation or dealer in securities or file a general consent to service of process in any jurisdiction.

(e) Delivery of Registration Statement and Prospectus. The Company will furnish to Cowen and its counsel (at the expense of the Company) copies of the Registration Statement, the Prospectus (including all documents incorporated by reference therein) and all amendments and supplements to the Registration Statement or Prospectus that are filed with the Commission during any period in which a Prospectus relating to the Placement Shares is required to be delivered under the Securities Act (including all documents filed with the Commission during such period that are deemed to be incorporated by reference therein), in each case as soon as reasonably practicable and in such quantities as Cowen may from time to time reasonably request and, at Cowen's request, will also furnish copies of the Prospectus to each exchange or market on which sales of the Placement Shares may be made; *provided*, *however*, that the Company shall not be required to furnish any document (other than the Prospectus) to Cowen to the extent such document is available on EDGAR.

(f) Earnings Statement. The Company will make generally available to its security holders as soon as practicable, but in any event not later than 15 months after the end of the Company's current fiscal quarter, an earnings statement covering a 12-month period that satisfies the provisions of Section 11(a) and Rule 158 of the Securities Act.

(g) Expenses. The Company, whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, in accordance with the provisions of Section 11 hereunder, will pay the following expenses all incident to the performance of its obligations hereunder, including, but not limited to, expenses relating to (i) the preparation, printing and filing of the Registration Statement and each amendment and supplement thereto, of each Prospectus and of each amendment and supplement thereto, (ii) the preparation, issuance and delivery of the Placement Shares, (iii) the qualification of the Placement Shares under securities laws in accordance with the provisions of Section 7(d) of this Agreement, including filing fees (provided, however, that any fees or disbursements of counsel for Cowen in connection therewith shall be paid by Cowen except as set forth in (vii) below), (iv) the printing and delivery to Cowen of copies of the Prospectus and any amendments or supplements thereto, and of this Agreement, (v) the fees and expenses incurred in connection with the listing or qualification of the Placement Shares for trading on Nasdaq, (vi) the filing fees and expenses, if any, of the Commission and (vii) the reasonable fees and disbursements of Cowen's counsel in an amount not to exceed $75,000 in connection with the execution of this Agreement.

(h) Use of Proceeds. The Company will use the Net Proceeds as described in the Prospectus in the section entitled "Use of Proceeds."

(i) Notice of Other Sales. During the pendency of any Placement Notice given hereunder, and for 3 trading days following the termination of any Placement Notice given hereunder, the Company shall provide Cowen notice as promptly as reasonably possible before it offers to sell, contracts to sell, sells, grants any option to sell or otherwise disposes of Common Shares (other than Placement Shares offered pursuant to the provisions of this Agreement) or securities convertible into or exchangeable for Common Shares, warrants or any rights to purchase or acquire Common Shares; *provided*, that such notice shall not be required in connection with the (i) issuance, grant or sale of Common Shares, options to purchase Common Shares or Common Shares issuable upon the exercise of options or other equity awards pursuant to any stock option, stock bonus or other stock plan or arrangement described in the Prospectus, (ii) the issuance of securities in connection with an acquisition, merger or sale or purchase of assets, (iii) the issuance or sale of Common Shares pursuant to any dividend reinvestment plan that the Company may adopt from time to time provided the implementation of such is disclosed to Cowen in advance (iv) any Common Shares issuable upon the exchange, conversion or redemption of securities or the exercise of warrants, options or other rights in effect or outstanding or (v) Common Shares or securities convertible into or exercisable for Common Shares, offered and sold in a privately negotiated transaction to vendors, customers, strategic partners or potential strategic partners and otherwise conducted in a manner so as not to be integrated with the offering of the shares of Common Shares hereby.

(j) Change of Circumstances. The Company will, at any time during the pendency of a Placement Notice , advise Cowen promptly after it shall have received notice or obtained knowledge thereof, of any information or fact that would alter or affect in any material respect any opinion, certificate, letter or other document provided to Cowen pursuant to this Agreement.

(k) Due Diligence Cooperation. The Company will cooperate with any reasonable due diligence review conducted by Cowen or its agents in connection with the transactions contemplated hereby, including, without limitation, providing information and making available documents and senior corporate officers, during regular business hours and at the Company's principal offices, as Cowen may reasonably request.

(l) Required Filings Relating to Placement of Placement Shares. The Company agrees that on such dates as the Securities Act shall require, the Company will (i) file a prospectus supplement with the Commission under the applicable paragraph of Rule 424(b) under the Securities Act (each and every filing under Rule 424(b), a "**Filing Date**"), and (ii) deliver such number of copies of each such prospectus supplement to each exchange or market on which such sales were effected as may be required by the rules or regulations of such exchange or market. The Company shall disclose in its quarterly reports on Form 10-Q and in its annual report on Form 10-K, the number of the Placement Shares sold through Cowen under this Agreement, and the gross proceeds and Net Proceeds to the Company from the sale of the Placement Shares and the compensation paid by the Company with respect to sales of the Placement Shares pursuant to this

Agreement during the relevant quarter or, in the case of an Annual Report on Form 10-K, during the fiscal year covered by such Annual Report and the fourth quarter of such fiscal year.

(m) Bring-Down Dates; Certificate. On or prior to the First Delivery Date and each time the Company (i) files the Prospectus relating to the Placement Shares or amends or supplements the Registration Statement or the Prospectus relating to the Placement Shares (other than a prospectus supplement filed in accordance with Section 7(l) of this Agreement) by means of a post-effective amendment, sticker, or supplement but not by means of incorporation of document(s) by reference to the Registration Statement or the Prospectus relating to the Placement Shares; (ii) files an annual report on Form 10-K under the Exchange Act; (iii) files its quarterly reports on Form 10-Q under the Exchange Act; or (iv) files a report on Form 8-K containing amended financial information (other than an earnings release) under the Exchange Act (each date of filing of one or more of the documents referred to in clauses (i) through (iv) shall be a "**Bring-Down Date**"); the Company shall furnish Cowen with a certificate, in the form attached hereto as Exhibit 7(m) within three (3) Trading Days of any Bring-Down Date if requested by Cowen. The requirement to provide a certificate under this Section 7(m) shall be waived for any Bring-Down Date occurring at a time at which no Placement Notice is pending, which waiver shall continue until the earlier to occur of the date the Company delivers a Placement Notice hereunder (which for such calendar quarter shall be considered a Bring-Down Date) and the next occurring Bring-Down Date; *provided*, *however*, that such waiver shall not apply for any Bring-Down Date on which the Company files its annual report on Form 10-K. Notwithstanding the foregoing, if the Company subsequently decides to sell Placement Shares following a Bring-Down Date when the Company relied on such waiver and did not provide Cowen with a certificate under this Section 7(m), then before the Company delivers the Placement Notice or Cowen sells any Placement Shares, the Company shall provide Cowen with a certificate, in the form attached hereto as Exhibit 7(m), dated the date of the Placement Notice.

(n) Legal Opinion. On or prior to the First Delivery Date and within three (3) Trading Days of each Bring-Down Date with respect to which the Company is obligated to deliver a certificate in the form attached hereto as Exhibit 7(m) for which no waiver is applicable, the Company shall cause to be furnished to Cowen written opinions of each of Cooley LLP and Stikeman Elliott LLP (collectively, "**Company Counsel**"), or other counsel satisfactory to Cowen, in form and substance satisfactory to Cowen and its counsel, dated the date that the opinion is required to be delivered, respectively, modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented; *provided*, *however*, that in lieu of such opinions for subsequent Bring-Down Dates, counsel may furnish Cowen with a letter (a "**Reliance Letter**") to the effect that Cowen may rely on a prior opinion delivered under this Section 7(n) to the same extent as if it were dated the date of such letter (except that statements in such prior opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented at such Bring-Down Date).

(o) [Intentionally Omitted.]

(p) Comfort Letter. On or prior to the First Delivery Date and within three (3) Trading Days of each Bring-Down Date with respect to which the Company is obligated to deliver a certificate in the form attached hereto as Exhibit 7(m) for which no waiver is applicable, the

Company shall cause its independent accountants to furnish Cowen letters (the "**Comfort Letters**"), dated the date the Comfort Letter is delivered, in form and substance satisfactory to Cowen, (i) confirming that they are an independent registered public accounting firm within the meaning of the Securities Act and the PCAOB, (ii) stating, as of such date, the conclusions and findings of such firm with respect to the financial information and other matters ordinarily covered by accountants' "comfort letters" to Cowen in connection with registered public offerings (the first such letter, the **"Initial Comfort Letter"**) and (iii) updating the Initial Comfort Letter with any information that would have been included in the Initial Comfort Letter had it been given on such date and modified as necessary to relate to the Registration Statement and the Prospectus, as amended and supplemented to the date of such letter.

(q) [Intentionally Omitted.]

(r) Market Activities. The Company will not, directly or indirectly, (i) take any action designed to cause or result in, or that constitutes or would reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Placement Shares or (ii) sell, bid for, or purchase the Common Shares to be issued and sold pursuant to this Agreement, or pay anyone any compensation for soliciting purchases of the Placement Shares other than Cowen; provided, however, that the Company may bid for and purchase shares of its Common Shares in accordance with Rule 10b-18 under the Exchange Act.

(s) Insurance. The Company and its subsidiaries shall maintain, or cause to be maintained, insurance in such amounts and covering such risks as is reasonable and customary for the business for which it is engaged.

(t) Compliance with Laws. The Company and each of its subsidiaries shall maintain, or cause to be maintained, all material environmental permits, licenses and other authorizations required by federal, state and local law in order to conduct their businesses as described in the Prospectus, and the Company and each of its subsidiaries shall conduct their businesses, or cause their businesses to be conducted, in substantial compliance with such permits, licenses and authorizations and with applicable environmental laws, except where the failure to maintain or be in compliance with such permits, licenses and authorizations could not reasonably be expected to result in a Material Adverse Change.

(u) Investment Company Act. The Company will conduct its affairs in such a manner so as to reasonably ensure that neither it nor its subsidiaries will be or become, at any time prior to the termination of this Agreement, an "investment company," as such term is defined in the Investment Company Act, assuming no change in the Commission's current interpretation as to entities that are not considered an investment company.

(v) Securities Act and Exchange Act. The Company will use its reasonable best efforts to comply with all requirements imposed upon it by the Securities Act and the Exchange Act as from time to time in force, so far as necessary to permit the continuance of sales of, or dealings in, the Placement Shares as contemplated by the provisions hereof and the Prospectus.

(w) No Offer to Sell. Other than a Permitted Free Writing Prospectus, neither Cowen nor the Company (including its agents and representatives, other than Cowen in its capacity as such) will make, use, prepare, authorize, approve or refer to any written communication (as defined in Rule 405 under the Securities Act), required to be filed with the Commission, that constitutes an offer to sell or solicitation of an offer to buy Common Shares hereunder.

(x) Sarbanes-Oxley Act. The Company and its subsidiaries will use their reasonable best efforts to comply with all effective applicable provisions of the Sarbanes-Oxley Act.

(y) Affirmation. Each Placement Notice delivered by the Company to Cowen shall be deemed to be (i) an affirmation that the representations, warranties and agreements of the Company herein contained and contained in any certificate delivered to Cowen pursuant hereto are true and correct at the time of delivery of such Placement Notice, and (ii) an undertaking that such representations, warranties and agreements will be true and correct on any applicable Time of Sale and Settlement Date, as though made at and as of each such time (it being understood that such representations, warranties and agreements shall relate to the Registration Statement and the Prospectus as amended and supplemented to the time of such Placement Notice acceptance).

(z) Renewal. If immediately prior to the third anniversary (the "**Renewal Deadline**") of the initial effective date of the Registration Statement, the aggregate gross sales price of Placement Shares sold by the Company is less than the Maximum Amount and this Agreement has not expired or been terminated, the Company will, in its sole discretion prior to the Renewal Deadline, file, if it has not already done so and is eligible to do so, a new shelf registration statement relating to the Placement Shares, in a form satisfactory to Cowen, and, if not automatically effective, will use its best efforts to cause such registration statement to be declared effective within 60 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the issuance and sale of the Placement Shares to continue as contemplated in the expired registration statement relating to the Placement Shares. References herein to the Registration Statement shall include such new shelf registration statement.

(aa) Taxes. (i) The Company shall pay, and shall indemnify and hold Cowen harmless against, any stamp, issue, registration, documentary, sales or other similar taxes or duties imposed under the laws of the Province of Québec and the federal laws of Canada applicable therein or any political sub-division or taxing authority thereof or therein that is payable in connection with (A) the execution, delivery, consummation or enforcement of this Agreement, (B) the creation, allotment and issuance of the Placement Shares or (C) the sale and delivery of the Placement Shares to any purchasers.

(ii) All sums payable by the Company under this Agreement shall be paid free and clear of and without deductions or withholdings of any present or future taxes or duties, unless the deduction or withholding is required by law, in which case the Company shall pay, except where the tax or duty so deducted or withheld arises in respect of services rendered in Canada, such additional amount as will result in the receipt by Cowen of the full amount that would have been received had no deduction or withholding been made; provided, however, that no additional amounts shall be payable if Cowen determines (in its sole reasonable discretion and with no requirement to

provide access to any tax returns or financial/tax information) that any withheld taxes would result in a tax credit that offsets taxes otherwise payable by Cowen with respect to the taxable year that includes the withholding.

(ii) All sums payable to Cowen shall be considered exclusive of any value added or similar taxes. Where the Company is obliged to pay value added or similar tax on any amount payable hereunder to Cowen, the Company shall in addition to the sum payable hereunder pay an amount equal to any applicable value added or similar tax.

8. Conditions to Cowen's Obligations. The obligations of Cowen hereunder with respect to a Placement Notice will be subject to the continuing accuracy and completeness of the representations and warranties made by the Company herein, to the due performance by the Company of its obligations hereunder and thereunder, to the completion by Cowen of a due diligence review satisfactory to Cowen in its reasonable judgment, and to the continuing satisfaction (or waiver by Cowen in its sole discretion) of the following additional conditions:

(a) Registration Statement Effective. The Registration Statement shall be effective and shall be available for sale of all Placement Shares contemplated to be issued pursuant to any Placement Notice.

(b) No Material Notices. None of the following events shall have occurred and be continuing: (i) receipt by the Company or any of its subsidiaries of any request for additional information from the Commission or any other federal or state governmental authority during the period of effectiveness of the Registration Statement, the response to which would require any post-effective amendments or supplements to the Registration Statement or the Prospectus; (ii) the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose; (iii) receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Placement Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; or (iv) the occurrence of any event that makes any material statement made in the Registration Statement or the Prospectus or any material document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in the Registration Statement, related Prospectus or such documents so that, in the case of the Registration Statement, it will not contain any materially untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and, that in the case of the Prospectus, it will not contain any materially untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) No Misstatement or Material Omission. Cowen shall not have advised the Company that the Registration Statement or Prospectus, or any amendment or supplement thereto, contains an untrue statement of fact that in Cowen's reasonable opinion, in consultation with outside counsel is material, or omits to state a fact that in Cowen's opinion is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(d) Material Changes. Except as contemplated in the Prospectus, or disclosed in the Company's reports filed with the Commission, there shall not have been any material adverse change, on a consolidated basis, in the authorized capital stock of the Company or any Material Adverse Change or any development that would reasonably be expected to result in a Material Adverse Change, or any downgrading in or withdrawal of the rating assigned to any of the Company's securities (other than asset backed securities) by any rating organization or a public announcement by any rating organization that it has under surveillance or review its rating of any of the Company's securities (other than asset backed securities), the effect of which, in the case of any such action by a rating organization described above, in the reasonable judgment of Cowen (without relieving the Company of any obligation or liability it may otherwise have), is so material as to make it impracticable or inadvisable to proceed with the offering of the Placement Shares on the terms and in the manner contemplated in the Prospectus.

(e) Company Counsel Legal Opinions. Cowen shall have received the opinions of Company Counsel required to be delivered pursuant to Section 7(n) on or before the date on which such delivery of such opinion is required pursuant to Section 7(n).

(f) Cowen Counsel Legal Opinion. Cowen shall have received from Goodwin Procter LLP, counsel for Cowen, such opinion or opinions, on or before the date on which the delivery of the Company Counsel legal opinions are required pursuant to Section 7(n), with respect to such matters as Cowen may reasonably require, and the Company shall have furnished to such counsel such documents as they request for enabling them to pass upon such matters.

(g) [Intentionally Omitted.]

(h) Comfort Letter. Cowen shall have received the Comfort Letter required to be delivered pursuant to Section 7(p) on or before the date on which such delivery of such Comfort Letter is required pursuant to Section 7(p).

(i) Representation Certificate. Cowen shall have received the certificate required to be delivered pursuant to Section 7(m) on or before the date on which delivery of such certificate is required pursuant to Section 7(m).

(j) Secretary's Certificate. On or prior to the First Delivery Date, Cowen shall have received a certificate, signed on behalf of the Company by its corporate secretary, in form and substance satisfactory to Cowen and its counsel.

(k) [Intentionally Omitted.]

(l) No Suspension. Trading in the Common Shares shall not have been suspended on Nasdaq.

(m) Other Materials. On each date on which the Company is required to deliver a certificate pursuant to Section 7(m), the Company shall have furnished to Cowen such appropriate further information, certificates and documents as Cowen may have reasonably requested. All such opinions, certificates, letters and other documents shall have been in compliance with the provisions hereof. The Company will furnish Cowen with such conformed copies of such opinions,

certificates, letters and other documents (other than any opinion contemplated by Section 8(f)) as Cowen shall have reasonably requested.

(n) Securities Act Filings Made. All filings with the Commission required by Rule 424 under the Securities Act to have been filed prior to the issuance of any Placement Notice hereunder shall have been made within the applicable time period prescribed for such filing by Rule 424.

(o) Approval for Listing. The Placement Shares shall either have been (i) approved for listing on Nasdaq, subject only to notice of issuance, or (ii) the Company shall have filed an application for listing of the Placement Shares on Nasdaq at, or prior to, the issuance of any Placement Notice.

(p) No Termination Event. There shall not have occurred any event that would permit Cowen to terminate this Agreement pursuant to Section 11(a).

9. Indemnification and Contribution.

(a) Company Indemnification. The Company agrees to indemnify and hold harmless Cowen, the directors, officers, partners, employees and agents of Cowen and each person, if any, who (i) controls Cowen within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, or (ii) is controlled by or is under common control with Cowen from and against any and all losses, claims, liabilities, expenses and damages (including, but not limited to, any and all reasonable and documented investigative, legal and other expenses incurred in connection with, and any and all amounts paid in settlement (in accordance with Section 9(c)) of, any action, suit or proceeding between any of the indemnified parties and any indemnifying parties or between any indemnified party and any third party, or otherwise, or any claim asserted), as and when incurred, to which Cowen, or any such person, may become subject under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, liabilities, expenses or damages arise out of or are based, directly or indirectly, on (x) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or the Prospectus or any amendment or supplement to the Registration Statement or the Prospectus or in any free writing prospectus or (y) the omission or alleged omission to state in any such document a material fact required to be stated in it or necessary to make the statements in it not misleading; *provided*, *however*, that this indemnity agreement shall not apply to the extent that such loss, claim, liability, expense or damage arises from the sale of the Placement Shares pursuant to this Agreement and is caused directly or indirectly by an untrue statement or omission made in reliance upon and in conformity with solely Agent's Information. "Agent's Information" means, solely, the following information in the Prospectus: the second (2nd) sentence of the seventh (7th) paragraph under the caption "Plan of Distribution" in the Prospectus. This indemnity agreement will be in addition to any liability that the Company might otherwise have.

(b) Cowen Indemnification. Cowen agrees to indemnify and hold harmless the Company and its directors and each officer of the Company that signed the Registration Statement, and each person, if any, who (i) controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act or (ii) is controlled by or is under common control

with the Company against any and all loss, liability, claim, damage and expense described in the indemnity contained in Section 9(a), as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendments thereto) or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Agent's Information.

(c) Procedure. Any party that proposes to assert the right to be indemnified under this Section 9 will, promptly after receipt of notice of commencement of any action against such party in respect of which a claim is to be made against an indemnifying party or parties under this Section 9, notify each such indemnifying party of the commencement of such action, enclosing a copy of all papers served, but the omission so to notify such indemnifying party will not relieve the indemnifying party from (i) any liability that it might have to any indemnified party otherwise than under this Section 9 and (ii) any liability that it may have to any indemnified party under the foregoing provision of this Section 9 unless, and only to the extent that, such omission results in the forfeiture of substantive rights or defenses by the indemnifying party. If any such action is brought against any indemnified party and it notifies the indemnifying party of its commencement, the indemnifying party will be entitled to participate in and, to the extent that it elects by delivering written notice to the indemnified party promptly after receiving notice of the commencement of the action from the indemnified party, jointly with any other indemnifying party similarly notified, to assume the defense of the action, with counsel reasonably satisfactory to the indemnified party, and after notice from the indemnifying party to the indemnified party of its election to assume the defense, the indemnifying party will not be liable to the indemnified party for any legal or other expenses except as provided below and except for the reasonable and documented costs of investigation subsequently incurred by the indemnified party in connection with the defense. The indemnified party will have the right to employ its own counsel in any such action, but the reasonable and documented fees, expenses and other charges of such counsel will be at the expense of such indemnified party unless (1) the employment of counsel by the indemnified party has been authorized in writing by the indemnifying party, (2) the indemnified party has reasonably concluded (based on advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, (3) a conflict or potential conflict exists (based on advice of counsel to the indemnified party) between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party) or (4) the indemnifying party has not in fact employed counsel to assume the defense of such action within a reasonable time after receiving notice of the commencement of the action, in each of which cases the reasonable and documented fees, disbursements and other charges of counsel will be at the expense of the indemnifying party or parties. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements and other charges of more than one separate firm admitted to practice in such jurisdiction at any one time for all such indemnified party or parties. All such fees, disbursements and other charges will be reimbursed by the indemnifying party promptly as they are incurred. An indemnifying party will not, in any event, be liable for any settlement of any action or claim effected without its written consent. No indemnifying party shall, without the prior written consent of each indemnified party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated by this Section 9 (whether or not any indemnified

party is a party thereto), unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising or that may arise out of such claim, action or proceeding.

(d) Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in the foregoing paragraphs of this Section 9 is applicable in accordance with its terms but for any reason is held to be unavailable from the Company or Cowen, the Company and Cowen will contribute to the total losses, claims, liabilities, expenses and damages (including any investigative, legal and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claim asserted, but after deducting any contribution received by the Company from persons other than Cowen, such as persons who control the Company within the meaning of the Securities Act, officers of the Company who signed the Registration Statement and directors of the Company, who also may be liable for contribution) to which the Company and Cowen may be subject in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and Cowen on the other. The relative benefits received by the Company on the one hand and Cowen on the other hand shall be deemed to be in the same proportion as the total Net Proceeds from the sale of the Placement Shares (before deducting expenses) received by the Company bear to the total compensation received by Cowen from the sale of Placement Shares on behalf of the Company. If, but only if, the allocation provided by the foregoing sentence is not permitted by applicable law, the allocation of contribution shall be made in such proportion as is appropriate to reflect not only the relative benefits referred to in the foregoing sentence but also the relative fault of the Company, on the one hand, and Cowen, on the other, with respect to the statements or omission that resulted in such loss, claim, liability, expense or damage, or action in respect thereof, as well as any other relevant equitable considerations with respect to such offering. Such relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or Cowen, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and Cowen agree that it would not be just and equitable if contributions pursuant to this Section 9(d) were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, liability, expense, or damage, or action in respect thereof, referred to above in this Section 9(d) shall be deemed to include, for the purpose of this Section 9(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim to the extent consistent with Section 9(c) hereof. Notwithstanding the foregoing provisions of this Section 9(d), Cowen shall not be required to contribute any amount in excess of the commissions received by it under this Agreement and no person found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 9(d), any person who controls a party to this Agreement within the meaning of the Securities Act, and any officers, directors, partners, employees or agents of Cowen, will have the same rights to contribution as that party, and each director of the Company and each officer of the Company who signed the Registration Statement will have the same rights to contribution as the Company, subject in each case to the provisions hereof. Any party entitled to contribution, promptly after

receipt of notice of commencement of any action against such party in respect of which a claim for contribution may be made under this Section 9(d), will notify any such party or parties from whom contribution may be sought, but the omission to so notify will not relieve that party or parties from whom contribution may be sought from any other obligation it or they may have under this Section 9(d) except to the extent that the failure to so notify such other party materially prejudiced the substantive rights or defenses of the party from whom contribution is sought. Except for a settlement entered into pursuant to the last sentence of Section 9(c) hereof, no party will be liable for contribution with respect to any action or claim settled without its written consent if such consent is required pursuant to Section 9(c) hereof.

10. Representations and Agreements to Survive Delivery. The indemnity and contribution agreements contained in Section 9 of this Agreement and all representations and warranties of the Company herein or in certificates delivered pursuant hereto shall survive, as of their respective dates, regardless of (i) any investigation made by or on behalf of Cowen, any controlling persons, or the Company (or any of their respective officers, directors or controlling persons), (ii) delivery and acceptance of the Placement Shares and payment therefor or (iii) any termination of this Agreement.

11. Termination.

(a) Cowen shall have the right by giving notice as hereinafter specified at any time to terminate this Agreement if (i) any Material Adverse Change, or any development that could reasonably be expected to result in a Material Adverse Change has occurred that, in the reasonable judgment of Cowen, may materially impair the ability of Cowen to sell the Placement Shares hereunder, (ii) the Company shall have failed, refused or been unable to perform any agreement on its part to be performed hereunder, or (iii) any other condition of Cowen's obligations hereunder is not fulfilled, or (iv), any suspension or limitation of trading in the Placement Shares or in securities generally on Nasdaq shall have occurred. Any such termination shall be without liability of any party to any other party except that the provisions of Section 7(g) (Expenses), Section 9 (Indemnification and Contribution), Section 10 (Representations and Agreements to Survive Delivery), Section 16 (Applicable Law; Consent to Jurisdiction) and Section 17 (Waiver of Jury Trial) hereof shall remain in full force and effect notwithstanding such termination. If Cowen elects to terminate this Agreement as provided in this Section 11(a), Cowen shall provide the required notice as specified in Section 12 (Notices).

(b) The Company shall have the right, by giving five (5) days' notice as hereinafter specified to terminate this Agreement in its sole discretion at any time after the date of this Agreement. Any such termination shall be without liability of any party to any other party except that the provisions of Section 7(g), Section 9, Section 10, Section 16 and Section 17 hereof shall remain in full force and effect notwithstanding such termination.

(c) Cowen shall have the right, by giving five (5) days' notice as hereinafter specified to terminate this Agreement in its sole discretion at any time after the date of this Agreement. Any such termination shall be without liability of any party to any other party except that the provisions of Section 7(g), Section 9, Section 10, Section 16 and Section 17 hereof shall remain in full force and effect notwithstanding such termination.

(d) Unless earlier terminated pursuant to this Section 11, this Agreement shall automatically terminate upon the issuance and sale of all of the Placement Shares through Cowen on the terms and subject to the conditions set forth herein; *provided* that the provisions of Section 7(g), Section 9, Section 10, Section 16 and Section 17 hereof shall remain in full force and effect notwithstanding such termination.

(e) This Agreement shall remain in full force and effect unless terminated pursuant to Sections 11(a), (b), (c), or (d) above or otherwise by mutual agreement of the parties; *provided*, *however,* that any such termination by mutual agreement shall in all cases be deemed to provide that Section 7(g), Section 9, Section 10, Section 16 and Section 17 shall remain in full force and effect.

(f) Any termination of this Agreement shall be effective on the date specified in such notice of termination; *provided*, *however,* that such termination shall not be effective until the close of business on the date of receipt of such notice by Cowen or the Company, as the case may be. If such termination shall occur prior to the Settlement Date for any sale of Placement Shares, such Placement Shares shall settle in accordance with the provisions of this Agreement.

12. Notices. All notices or other communications required or permitted to be given by any party to any other party pursuant to the terms of this Agreement shall be in writing, unless otherwise specified in this Agreement, and if sent to Cowen, shall be delivered to Cowen at Cowen and Company, LLC, 599 Lexington Avenue, New York, NY 10022, fax no. 646-562-1130, Attention: General Counsel, email: ; or if sent to the Company, shall be delivered to Repare Therapeutics Inc., 7210 Frederick-Banting, Suite 100, St-Laurent, Quebec, H4S 2A1 , attention: Steve Forte, email: . Each party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose. Each such notice or other communication shall be deemed given (i) when delivered personally or by verifiable facsimile transmission (with an original to follow) on or before 4:30 p.m., New York City time, on a Business Day (as defined below), or, if such day is not a Business Day on the next succeeding Business Day, (ii) on the next Business Day after timely delivery to a nationally-recognized overnight courier and (iii) on the Business Day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid). For purposes of this Agreement, "**Business Day**" shall mean any day on which the Nasdaq and commercial banks in the City of New York are open for business.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Company and Cowen and their respective successors and the affiliates, controlling persons, officers and directors referred to in Section 9 hereof. References to any of the parties contained in this Agreement shall be deemed to include the successors and permitted assigns of such party. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party; *provided*, *however*, that Cowen may assign its rights and obligations hereunder to an affiliate of Cowen without obtaining the Company's consent.

14. Adjustments for Share Splits. The parties acknowledge and agree that all share-related numbers contained in this Agreement shall be adjusted to take into account any share split, share dividend or similar event effected with respect to the Common Shares.

15. Entire Agreement; Amendment; Severability. This Agreement (including all schedules and exhibits attached hereto and Placement Notices issued pursuant hereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. Neither this Agreement nor any term hereof may be amended except pursuant to a written instrument executed by the Company and Cowen. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable as written by a court of competent jurisdiction, then such provision shall be given full force and effect to the fullest possible extent that it is valid, legal and enforceable, and the remainder of the terms and provisions herein shall be construed as if such invalid, illegal or unenforceable term or provision was not contained herein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof shall be in accordance with the intent of the parties as reflected in this Agreement.

(a) Applicable Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan, for the adjudication of any dispute hereunder or in connection with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. To the extent that the Company has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, the Company irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any such suit, action or proceeding. The Company hereby irrevocably appoints Repare Therapeutics USA Inc., with offices at One Broadway, 15th Floor, Cambridge, Massachusetts 02142 as its agent for service of process in any suit, action or proceeding arising out of or relating to this Agreement, the Prospectus, the Registration Statement or the offering of the Placement Shares, and agrees that service of process in any such suit, action or proceeding may be made upon it at the office of such agent. The Company represents and warrants that such agent has agreed to act as the Company's agent for service of process, and the Company agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect.

16. Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder into any currency other than United States dollars, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures Cowen could purchase United States dollars with such other currency in The City of New York on the business day preceding that on which final judgment is given. The obligation of the Company with respect to any sum due from it to Cowen or any person controlling Cowen shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first business day following receipt by Cowen or such controlling person of any sum in such other currency, and only to the extent that Cowen or such controlling person may in accordance with normal banking procedures purchase United States dollars with such other currency. If the United States dollars so purchased are less than the sum originally due to Cowen or such controlling person hereunder, the Company agrees as a separate obligation and notwithstanding any such judgment, to indemnify Cowen or such controlling person against such loss. If the United States dollars so purchased are greater than the sum originally due to Cowen or such controlling person hereunder, Cowen or such controlling person agrees to pay to the Company an amount equal to the excess of the dollars so purchased over the sum originally due to Cowen or such controlling person hereunder

17. Waiver of Jury Trial. The Company and Cowen each hereby irrevocably waives any right it may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or any transaction contemplated hereby.

18. Absence of Fiduciary Relationship. The Company acknowledges and agrees that:

(a) Cowen has been retained solely to act as an arm's length contractual counterparty to the Company in connection with the sale of the Placement Shares contemplated hereby and that no fiduciary, advisory or agency relationship between the Company and Cowen has been created in respect of any of the transactions contemplated by this Agreement, irrespective of whether Cowen has advised or is advising the Company on other matters;

(b) the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) the Company has been advised that Cowen and its affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company and that Cowen has no obligation to disclose such interests and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; and

(d) the Company waives, to the fullest extent permitted by law, any claims it may have against Cowen, for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that Cowen shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, partners, employees or creditors of the Company.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Agreement by one party to the other may be made by facsimile

or by electronic transmission of a portable document format (PDF) file (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law e.g., www.docusign.com)..

[Remainder of Page Intentionally Blank]

If the foregoing correctly sets forth the understanding between the Company and Cowen, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between the Company and Cowen.

Very truly yours,

COWEN AND COMPANY, LLC

By: /s/ Michael Murphy

Name: Michael Murphy

Title: Managing Director

ACCEPTED as of the date first-above written:

REPARE THERAPEUTICS INC.

By: /s/ Steve Forte

Name: Steve Forte

Title : Chief Financial Officer

SCHEDULE 1

FORM OF PLACEMENT NOTICE

From: [ ]
Cc: [ ]
To: [ ]
Subject: Cowen At the Market Offering—Placement Notice

Gentlemen:

Pursuant to the terms and subject to the conditions contained in the Sales Agreement between Repare Therapeutics Inc. (the "Company"), and Cowen and Company, LLC ("Cowen") dated August 4, 2022 (the "Agreement"), I hereby request on behalf of the Company that Cowen sell up to [ ] shares of the Company's Common Shares, no par value, at a minimum market price of $_____ per share. Sales should begin on the date of this Notice and shall continue until [DATE] [all shares are sold].

SCHEDULE 2

Notice Parties

Company

Lloyd Segal	Chief Executive Officer
Steve Forte	Chief Financial Officer

Cowen

Michael J. Murphy	Managing Director
William Follis	Managing Director

Compensation

Cowen shall be paid compensation equal to 3.0% of the gross proceeds from the sales of Common Shares pursuant to the terms of this Agreement.

Exhibit 7(m)

OFFICER CERTIFICATE

The undersigned, the duly qualified and elected _____, of **Repare Therapeutics Inc.**, a corporation continued under the *Business Corporations Act* (Québec) (the "**Company**"), does hereby certify in such capacity and on behalf of the Company, pursuant to Section 7(m) of the Sales Agreement dated August 4, 2022 (the "**Sales Agreement**") between the Company and Cowen and Company, LLC, that to the best of the knowledge of the undersigned.

(i) The representations and warranties of the Company in Section 6 of the Sales Agreement (A) to the extent such representations and warranties are subject to qualifications and exceptions contained therein relating to materiality or Material Adverse Change, are true and correct on and as of the date hereof with the same force and effect as if expressly made on and as of the date hereof, except for those representations and warranties that speak solely as of a specific date and which were true and correct as of such date, and (B) to the extent such representations and warranties are not subject to any qualifications or exceptions, are true and correct in all material respects as of the date hereof as if made on and as of the date hereof with the same force and effect as if expressly made on and as of the date hereof except for those representations and warranties that speak solely as of a specific date and which were true and correct as of such date; and

(ii) The Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied pursuant to the Sales Agreement at or prior to the date hereof.

Goodwin Procter LLP, Cooley LLP and Stikeman Elliott LLP are entitled to rely upon this Certificate in connection with the opinions given by such firms pursuant to the Sales Agreement.

By:_____
Name:
Title:
Date:

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Lloyd M. Segal, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Repare Therapeutics Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(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)) and internal control over financial reporting (as defined in Exchange Act Rules 13(a)-15(f) and 15(d)-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(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: August 4, 2022

By: /s/ Lloyd M. Segal
Lloyd M. Segal
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Steve Forte, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Repare Therapeutics Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(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)) and internal control over financial reporting (as defined in Exchange Act Rules 13(a)-15(f) and 15(d)-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(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: August 4, 2022

By: /s/ Steve Forte
Steve Forte
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Repare Therapeutics Inc. (the "Company") on Form 10-Q for the period ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I Lloyd M. Segal, President and Chief Executive Officer of the Company, hereby 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; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 4, 2022

/s/ Lloyd M. Segal
Lloyd M. Segal
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Repare Therapeutics Inc. (the "Company") on Form 10-Q for the period ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steve Forte, Chief Financial Officer of the Company, hereby 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; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 4, 2022

/s/ Steve Forte
Steve Forte
Chief Financial Officer
(*Principal Financial Officer)*